

**CITY OF MADISON HEIGHTS
REGULAR COUNCIL MEETING AGENDA**

MAY 22, 2017

7:30 P.M.

CALL TO ORDER

ROLL CALL

INVOCATION BY COUNCILMAN SOLTIS

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

1. Additions
2. Deletions

PRESENTATIONS

A – PUBLIC HEARINGS:

REPORTS ON AGENDA OF INTEREST TO PARTIES IN AUDIENCE

B - MEETING OPEN TO THE PUBLIC

C - COMMUNICATIONS:

D – REPORTS:

1. City Clerk – Voting System Grant Agreement

E - ITEMS FOR FUTURE PUBLIC HEARINGS:

F - BID AWARDS/PURCHASES:

1. City Clerk – Purchase of Hart InterCivic Voting Equipment
2. DPS Director – DPS Street Sweeper Replacement
3. DPS Director – City-Wide Water Meter Replacement Program – District 1, 2, and 3

G - ORDINANCES:

H - UNFINISHED BUSINESS:

MINUTES:

1. Minutes of the Special Council Meeting of May 8, 2017
2. Minutes of the Regular Council Meeting of May 8, 2017

APPOINTMENTS:

Brownfield Redevelopment Authority/Downtown Development Authority (4-year term – Mayor’s Appointment)

- a. Marlene Spreitzer term to expire 06-19-17 **(Willing)**

Charter Amendment and Ordinance Revision Committee (2-year term)

- b. Vacant term expires 01-09-18
- c. Vacant term expires 01-09-18

Elected Officials Compensation Commission - (7-year term - Mayor’s Appointment)

- a. Vacant term expires 10-01-22

Environmental Citizens Committee (3-year term)

- a. Vacant term expires 02-22-18
- b. Vacant term expires 02-22-18
- c. Vacant term expires 02-22-18
- d. Vacant term expires 02-22-18
- e. Vacant term expires 02-22-18
- f. Vacant term expires 02-22-18
- g. Vacant term expires 02-22-18
- h. Vacant term expires 02-22-18

Historical Commission (3-year term)

- a. Vacant term expires 02-28-20
- b. Vacant term expires 02-28-20

Information Technology Advisory Committee (3-year term)

- a. Vacant term expires 02-10-19
- b. Vacant term expires 02-28-20

Library Advisory Board (2-year term)

- a. Flora (Dolly) Ferries term to expires 07-01-19 **(Willing)**

I - EXECUTIVE SESSION:

ADJOURNMENT

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk (248) 583-0826 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

DATE: May 18, 2017
TO: City Council
FROM: Benjamin I. Myers, City Manager
SUBJECT: Agenda Comments for the Regular Council Meeting of Monday, May 22, 2017

The following are my comments for items appearing on the agenda of the Regular Council Meeting of Monday, May 22, 2017.

D - REPORTS:

NUMBER 1: CITY CLERK – VOTING SYSTEM GRANT AGREEMENT -

The State of Michigan is conducting a state-wide roll out of new voting equipment and has authorized full funding for eleven Precinct Tabulators, two Absentee Voter Counting Board Tabulators, and ten (10) Accessible Voting Devices for Madison Heights.

In order obtain the Help American Vote Act (HAVA) and State- appropriated funding, the City is required to enter into a Voting System Grant Agreement which is evidenced by Council's adoption of a resolution approving the grant agreement.

Staff and I recommend that Council approve the resolution authorizing acceptance of the Voting System Grant Agreement, designate the City Clerk as the Grant Manager, and authorize the City Clerk to sign the Agreement on behalf of the City.

F - BID AWARDS/PURCHASES:

NUMBER 1: CITY CLERK – PURCHASE OF HART INTERCIVIC VOTING EQUIPMENT

To supplement the equipment authorized through the Voting System Grant Agreement, the City Clerk has requested approval to purchase two precinct voting tabulators which will be used in the event of any unforeseen Election Day equipment failure, and a dedicated computer and printer to print election night reports.

The purchase will be covered through the \$60,000 election equipment budget allocation, which is no longer needed due to the State's full grant funding for the base election equipment. The cost of the tabulators is \$5,000 per unit and the dedicated computer and printer total \$3,975 for a total purchase of \$13,975.

Staff and I recommend approval of the purchase of two voting tabulators and a dedicated election computer and printer from the vendor selected by Oakland County, Hart InterCivic, Inc., in the amount of \$13,975.

NUMBER 2: DPS DIRECTOR – DPS STREET SWEEPER REPLACEMENT

Staff and I recommend that Council approve the purchase of one 2017 Elgin Crosswind Street Sweeper from the lowest responsible bidder under the National Intergovernmental Purchasing Alliance and City of Rochester Hills cooperative bid process, Bell Equipment of Lake Orion, in the amount of \$226,665. This amount reflects a \$20,000 trade-in for our-14 year old machine. Funds are budgeted and available in Fiscal Year 2018 for this scheduled replacement which is requested now due to the lead time to build the vehicle. Delivery and final purchase will occur after July 1, 2017.

NUMBER 3: DPS DIRECTOR – CITY-WIDE WATER METER REPLACEMENT PROGRAM – DISTRICTS 1, 2, AND 3

The City last replaced water meters between 1993 and 1997, and at an average age of 20-23 years, our water meters are exceeding the 20 year functional lifespan recommended by the American Water Works Association. As meters age, they begin to slow down, or “under-register”, resulting in lost functionality and inaccurate billings. To plan for this replacement expenditure, the City has historically charged water and sewer customers a \$3 meter replacement fee as part of their monthly or quarterly bill. This fee, which is being eliminated in the upcoming Fiscal Year 2018 budget, goes toward funding the City’s water meter replacement program over the next four years.

The approved Fiscal Year 2017 and 2018 Water and Sewer Capital Outlay budgets include \$1 million in each year for the District 1 and 2 Residential Meter Replacement Program. District 1 includes the area south of 11 Mile Road, and District 2 includes the area between 11 and 12 Mile Roads. Also, the City’s Fiscal Year 2018-22 Capital Improvement Plan programs \$975,000 in Fiscal Year 2019 to replace residential meters in District 3 which includes the area north of 12 Mile Road.

Considering the City’s extensive investment in the Neptune Automated Meter Reading System and the fact that other manufacturers’ products including meters, register heads, software, and reading devices are not compatible with our system, staff considered the meter replacement portion of this project to be sole source, therefore, research was limited to Neptune meters, and installation of same. After analyzing other alternative solutions, staff determined that a significant cost savings could be realized if the City were to purchase the meters and other equipment directly from Neptune through the Oakland County Cooperative Purchasing Contract, and competitively bid the installation and labor portion of the project.

Staff and I recommend that Council adopt the following motion:

To approve the Fiscal Year 2017, 2018, and 2019 purchase of Neptune T-10 meters, register heads, and R-900 transmitters through the Oakland County Cooperative Purchasing Contract #004822, for the unit costs contained in the supplied pricing list for a total estimated amount of \$1,783,529.50; and to approve the installation, cross-connection inspection, and software upgrade by the sole qualified bidder, Ferguson Waterworks, in the estimated amount of \$894,677.50, representing a total project cost of \$2,678,207, and contingent upon Fiscal Year 2019 Budget approval for District 3.

**CITY OF MADISON HEIGHTS
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	_____
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	_____
COMMUNICATION	_____	ORDINANCE - SECOND	_____
REPORT	_____	OLD BUSINESS	_____

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

No Impact	_____	Fee Waiver Proposed	_____
Budgeted Fund Name(s)	_____	Department Name	_____
Appropriated in Acct. No.	_____	Budget Amount	_____
Amount Available in Acct.	_____		
Second Account Number	_____	Budget Amount	_____
Amount Available in 2 nd Acct.	_____	Revenue Generated	_____
Other Comments	_____		

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

Memorandum

To: Benjamin Myers, City Manager
CC: Melissa Marsh, Deputy City Manager
From: Cheryl Printz, City Clerk
Date: 05/11/17
Re: Voting System Grant Agreement

The State of Michigan is conducting a state-wide roll out of new voting equipment in 2017. In order for each community to obtain Help American Vote Act (HAVA) and State of Michigan appropriated funding for the 2017 implementation, a Voting System Grant Agreement must be entered into. The State of Michigan has authorized funding for the City of Madison Heights for the following equipment:

- 11 Precinct Tabulators
- 2 Absentee Voter Counting Board Tabulators
- 10 Accessible Voting Devices

The City is required to pass a resolution approving the Voting System Grant Agreement. The Resolution designates the City Clerk as the Grant Manager and authorizes the City Clerk to sign and enter the Grant Agreement on behalf of the City.

Recommendation

Staff recommends approving the Voting System Grant Agreement between the City of Madison Heights and the State of Michigan, designate the City Clerk as the Grant Manager, and authorize the City Clerk to sign the Voting System Grant Agreement on behalf of the City.

**CITY OF MADISON HEIGHTS
COUNTY OF OAKLAND**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF THE
VOTING SYSTEM GRANT AGREEMENT**

WHEREAS, the Grant Agreement is the mechanism by which Counties, Cities and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002; and,

WHEREAS, the Grant Agreement process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018; and,

WHEREAS, The Grant Agreement is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state; and,

WHEREAS, The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each Contractor selected to provide voting systems; and,

WHEREAS, State-appropriated and Federal HAVA funding provided via the Grant Agreement covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the initial service and maintenance period for all components (which covers the acquisition year, plus 4 additional years); and,

WHEREAS, the Master Contract includes an extended service and maintenance period beyond the initial service and maintenance period for an additional five-year period the costs of which along with any other additional expenses, if any, are the sole responsibility of each individual county/local jurisdiction; and,

WHEREAS, the Municipality shall obtain this Grant by entering into the Voting Systems Grant Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the City Clerk is designated as the Grant Manager and authorized to sign and enter into the Voting System Grant Agreement on behalf of the City of Madison Heights, Oakland County, Michigan.

**State Of Michigan
Michigan Department of State
And
Oakland County
City of Madison Heights
Help America Vote Act (HAVA) Grant Agreement
Voting System Hardware, Firmware and Software
RE: Master Contract
071B7700128 - Hart Intercivic, Inc.**

This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002.

Definitions:

“*Contractor*” means the voting system vendor selected by the county.

“*County*” means any county within the State of Michigan.

“*Department*” means the Michigan Department of State.

“*Grantee*” means the county or local jurisdiction entering into this *Grant Agreement*.

“*Local Jurisdiction*” means any city or township within the State of Michigan.

“*Voting Systems*” means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and funded by State-appropriated and Federal HAVA funds.

1. Period of Agreement

The *Grant Agreement* process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018.

2. Program, Budget and Agreement

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state. Each county, with the involvement of the local jurisdictions within the county, will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems.

Once the county certifies its Contractor selection to the Department, the county will provide the Department with its implementation plan for individual local jurisdictions participating in each planned purchasing phase. The Department will verify the number of voting systems authorized for purchase using State-appropriated and Federal HAVA funds. If changes are required after the *Grant Agreement* is signed and approved, instructions for amending the *Grant Agreement* will be provided and the Grantee will be required to enter into a new *Grant Agreement*.

This grant program only covers the acquisition and implementation of the voting system selected by each county, and the individual voting system components which will be funded utilizing available State-appropriated and Federal HAVA funds. Approved quantities of each voting system component have been determined by the Department and are listed in Section 15 of this *Grant Agreement*.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA funding provided via this *Grant Agreement* covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

Each Contractor will enter into a software license agreement with each county and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will initiate voting system orders at the county level, once all *Grant Agreements* for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested, and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

3. General

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city, or township.

4. Performance

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure continued operation on Election Day, in the event of voting system failure in any individual precinct.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

6. Ownership of Equipment and Software Purchases: Title

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

7. Optional Purchases

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance, and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

9. Management Requirements

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 93% Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

10. Disposition

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

11. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

12. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

Laws

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

Funding

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

Entire Agreement

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

13. Administration of Agreement

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services
Michigan Department of State
430 W Allegan St., 4th Floor
Lansing, MI 48933
517.335.1952
LangeJ1@michigan.gov

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

14. Completed Agreement

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields* below, and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically via the Elections eLearning Center, with the original returned to the Department via US Mail.

15. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This *Grant Agreement* is between the Michigan Department of State and:

Oakland County
City of Madison Heights

*Grant Manager for County, City, or Township (point of contact for the State):

*Name	Cheryl E. Printz
*Title	City Clerk
*Office Address	300 W. 13 Mile Rd., Madison Heights, MI 48071
*Office Phone	248-583-0826
*Office Email Address	cherylprintz@madison-heights.org

Authorized Voting System Component Totals:

Number of Precinct Tabulators Authorized for State-Federal Funding:	11
Number of Absent Voter Counting Board Tabulators Authorized for State-Federal Funding: (funded at precinct tabulator price) *	2
Number of Accessible Voting Devices Authorized for State-Federal Funding:	10
EMS Software Authorized for State-Federal Funding:	N/A None

16. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

For the COUNTY OR LOCAL JURISDICTION:

*Name: Cheryl E. Printz

*Title: City Clerk *Date: _____

*Signature

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:

Cindy Paradine, Director, Office of Financial Services

Signature

Date

**CITY OF MADISON HEIGHTS
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

PRESENTATION _____	FUTURE PUBLIC HEARING _____
PUBLIC HEARING – SPECIAL APPROVAL _____	BID AWARDS / PURCHASES _____
PUBLIC HEARING – OTHER _____	ORDINANCE - FIRST _____
COMMUNICATION _____	ORDINANCE - SECOND _____
REPORT _____	OLD BUSINESS _____

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

No Impact _____	Fee Waiver Proposed _____
Budgeted Fund Name(s) _____	Department Name _____
Appropriated in Acct. No. _____	Budget Amount _____
Amount Available in Acct. _____	
Second Account Number _____	Budget Amount _____
Amount Available in 2 nd Acct. _____	Revenue Generated _____
Other Comments _____	

REVIEW CHECKLIST

DEPARTMENT _____	DATE _____
DEPARTMENT _____	DATE _____
CITY MANAGER _____	DATE _____

ITEM #

Memorandum

To: Benjamin Myers, City Manager
CC: Melissa Marsh, Deputy City Manager
From: Cheryl Printz, City Clerk
Date: 05/15/17
Re: Purchase of Voting System Equipment

The City Clerk's office is requesting approval to purchase two precinct voting tabulators which will be used in the event of any unforeseen Election Day equipment failure and a dedicated computer and printer to print election night reports. This purchase is in addition to the equipment authorized in the Election System Grant Agreement. The original budget for the City's portion of the new voting system is \$60,000 and was based on the tentative per precinct cost provided by the State of Michigan. Subsequent to the budgeting process, the State of Michigan agreed to provide Help American Vote Act (HAVA) and State appropriated monies to cover 100% of the cost for the base purchase, and any additional equipment is the full responsibility of the City. Therefore, the budget \$60,000 can be used to cover the cost for the tabulators which are \$5,000 per unit and the dedicated computer and printer which is \$3,975.00 for a total of \$13,975.00.

Recommendation

Staff recommends approval of the purchase of two voting tabulators and a dedicated election night reporting computer and printer from Hart InterCivic, Inc. for \$13,975.00.

QUOTE

JURISDICTION	TABULATORS	ADDT'L WORK STATIONS	ADDT'L PRINTERS	TOTAL BILLED
	\$ 5,000.00	\$ 3,650.00	\$ 325.00	
Madison Heights City	2	1	1	\$ 13,975.00

Hart Intercivic, Inc.
15500 Wells Port Dr.
Austin, TX 78728
95-3248916



Verity Scan

Digital Ballot Scanning



exceptionally easy and accurate scanned vote capture

Designed for: Early Voting | Election Day | Vote Centers



Voters

Quick ballot scanning

Patented, animated arrows show the voter exactly when and where to insert the ballot. There's no wrong way to insert the ballot lengthwise, and Verity Scan reads both sides of the ballot in seconds.

Easy second-chance voting

Easy-to-understand, plain language notices alert voters to possible errors, giving them a second chance to make any corrections.



Election Managers

Ensures reliable audits of voter intent and enables fast recounts

You can configure Verity Scan to digitally capture full images of scanned ballots.

Securely stores voting data

Secure, redundant, physically separate storage locations for ballot images, case vote records and audit logs assure officials that voting data is safe.

Provides polling place reports

Built-in thermal printer can print ballot count totals or results at the polling place after polls close.

Enables immediate resolution of write-ins at the polling place

Can print write-in images for on-the-spot write-in resolution.



Poll Workers

Easy to transport, set up and use

Verity Scan is easy to transport in ordinary vehicles and easy to set up at the polling place. And the collapsible ballot box folds to just 6 inches thin.

Easy to start up and shut down in minutes

Simple, plain-language, step-by-step onscreen instructions.

Fewer voter questions

Plain-language instructions, animated guide lights, and jam-free ballot feeding means easy scanning for voters – and less work for poll workers.



Only Verity uses AIGA Design for Democracy templates; its plain language interface is the easiest to use.



Ballot box folds to 6" thin

Warehouse Staff

Saves on storage space

Verity Scan is compact and stackable, so you use less storage space.

Easy delivery

A small footprint means Verity Scan requires minimal manpower and muscle to deliver.



Exceptionally easy to use

With its plain-language, Design for Democracy-based interface and easy-scanning features, Verity Scan is a breeze for voters and poll workers to use.



VERITY[®]

The Future of Elections

Hart InterCivic is a full service election solutions innovator, partnering with state and local governments to deliver the most secure, accurate and reliable elections.

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Versatile for long-term value

Verity Scan easily manages hundreds of ballot styles, so you can use it in a large variety of voting scenarios, even if your needs change.

Cost-effective storage, transport and setup

Compact size saves storage space and reduces transportation costs. Easy setup at the polling place can lower staffing costs.

Cost-saving features

With on-board testing and calibration, Verity Scan requires very little maintenance.

Lifecycle longevity

Early in its lifecycle and with a robust new supply chain, Verity Scan promises many, many years of cost-effective service.

**CITY OF MADISON HEIGHTS
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

PRESENTATION	_____	FUTURE PUBLIC HEARING	_____
PUBLIC HEARING – SPECIAL APPROVAL	_____	BID AWARDS / PURCHASES	_____
PUBLIC HEARING – OTHER	_____	ORDINANCE - FIRST	_____
COMMUNICATION	_____	ORDINANCE - SECOND	_____
REPORT	_____	OLD BUSINESS	_____

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

No Impact	_____	Fee Waiver Proposed	_____
Budgeted Fund Name(s)	_____	Department Name	_____
Appropriated in Acct. No.	_____	Budget Amount	_____
Amount Available in Acct.	_____		
Second Account Number	_____	Budget Amount	_____
Amount Available in 2 nd Acct.	_____	Revenue Generated	_____
Other Comments	_____		

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

ITEM #

MEMORANDUM

DATE: May 15, 2017
TO: Benjamin I. Myers, City Manager
FROM: Joseph G. Vitali, DPS Director
SUBJECT: Scheduled Replacement of Street Sweeper #402

The approved FY 2017-18 budget includes the scheduled replacement of Vehicle #402, a 2003 Elgin Crosswind Sweeper, funded through the Solid Waste Division. With a current vehicle analysis (attached) score of 63, this machine is experiencing frequent breakdowns, extended downtime, rapidly increasing maintenance costs, and is due for replacement.

In an effort to streamline purchasing of this new street sweeper for the City, Motorpool Supervisor Terry McGran, along with representatives from Bloomfield Township and the City of Farmington Hills, joined a venture spearheaded by the City of Rochester Hills, and the National Intergovernmental Purchasing Alliance. A proposal was developed with the intent of procuring a street sweeper meeting each City's specifications, a contract that would offer a comprehensive list of various types of street sweepers, parts and related services, a nationwide master agreement for entities across the country to purchase from, and the volume to generate best value offers from street sweeper vendors. Three proposal responses were received: Elgin Street Sweepers through Bell Equipment, Global and Johnston Street Sweepers through MTEch, and Schwarze Industries who self-represented their line of sweepers.

The process consisted of an initial proposal review and vendor interviews/equipment viewing. Proposals were ultimately evaluated by the group using a numerical scoring process, which resulted in Bell Equipment being selected and unanimously supported by the communities as providing the best value for a proven, quality product, with exceptional support services from the vendor, and a robust and diverse line of product offerings. By partnering with a national cooperative, the participating agencies received the most competitive pricing available in the market. As part of this contract, the City was able to secure pricing that includes a variety of options such as discounted parts pricing, extended warranty coverage pricing, both financing and lease pricing options for agencies that prefer to go these routes, rental pricing, full service maintenance agreements, and training program offerings.

The proposal was accepted by the Rochester Hills City Council on March 27, 2017, creating a nationwide cooperative bid, and immediately allowing the City to take advantage of same. Our next step was to choose the right sweeper for our application. DPS supervision and staff, including Motorpool Supervisor Terry McGran, Streets and Facilities Supervisor Corey Almas, DPS Analyst/Planner Sean Ballantine, and Equipment Operators Johnnie Browner, Mike Hodgson and Andy Jucewicz inspected the machines, weighed the pros and cons of each, and unanimously concluded that the best sweeper for the City's needs is the regenerative air Elgin Crosswind.

Department of Public Services
City of Madison Heights
300 West 13 Mile Road
Madison Heights, MI 48071

MEMORANDUM

Staff and I recommend that Council approve the purchase of one 2017 Elgin Crosswind Street Sweeper from Bell Equipment of Lake Orion, in the amount of \$226,665, through the National Intergovernmental Purchasing Alliance (Contract RH-16-045). This amount reflects a \$20,000 trade-in for our 14 year old machine. Please see the attached proposal from Bell Equipment and the related documentation from the City of Rochester Hills. We are requesting approval now due to the lead time to build this vehicle, delivery and final purchase will occur well after July 1, 2017.

Department of Public Services
City of Madison Heights
300 West 13 Mile Road
Madison Heights, MI 48071

**City of Madison Heights
Vehicle Replacement Guidelines & Evaluation Worksheet**

Disposition: to be traded in

(Only those fields shaded in yellow need to be completed.)

Date of Evaluation: 5/1/2017 Vehicle Type: c
 Vehicle #: 402 Type A = Sedans / Light Trucks ≤ 1 Ton
 Department / Division: Solid Waste Type B = Medium / Heavy Duty > 1 Ton
 Year / Make / Model: 2003 Street Sweeper Cross WD Type C = Off Road Equipment

Age: One point for each year of chronological age beginning with in-service date

In Service Date: 11/4/2003 Age in Months: 161
 Age in Years (rounded): 13 **Score:** 13

Usage: Type A = 1 point per 10,000 miles; Type B = 1 point per 5,000 miles; Type C = 1 point per 250 hours used

Actual Mileage:
 Actual Hours: 8,285 as of 5/1/2017 **Score:** 33

Type A		Type C	
Points	Description	Points	Description
1	Standard sedans and light pickups.	1	Standard duties as equipped.
2	Standard vehicles with occasional off-road usage.	2	Standard duties when used with attachments (sickle bar, backhoes, rear bushhogs).
3	Any vehicle that pulls trailers, hauls heavy loads, continued off-road usage.	3	Multiple duties based on seasons (snow, mowing, leaf).
4	Any vehicle involved in snow removal.	4	Extreme duties in harmful atmosphere (dust, salt, water).
5	Police, Fire, and Rescue service vehicles.	5	Heavy construction work including snow removal.

Type B	
Points	Description
1	Standard use including basic job site duties, some light duty hauling.
2	Standard use with attachments (compressors, lights, etc.) including job site duties, standard load hauling, some towing.
3	Above standard use including job site duties that include idling, standard load hauling, light trailer/equipment towing, leaf collection.
4	Above standard use including job site idling and hauling above standard loads, towing equipment and heavy trailers, light snow removal.
5	Extreme service, high job site idling and duties with attachments, heavy load hauling, heavy trailer/equipment towing, major snow removal duties, refuse collection, etc. (Examples: Sign Truck, Tandem or Single Dump Truck, Snow Removal Truck).

Score: 5

Reliability: *Note: Based on current conditions. Preventative Maintenance work is not included.*

Points	Description
1	In shop 0 or 1 time within the last 3 months, and no major breakdowns or road calls.
2	In shop 1 time within the last 3 months, and 1 breakdown/road call within the last 3 months.
3	In shop more than twice within the last month, and no major breakdowns or road calls.
4	In shop more than once within the last month, and 2 or more breakdowns/road calls within the last month.
5	In shop more than twice monthly within the last 3 months, and 2 or more breakdowns within the last month.

Number of times in shop within the last month: 4
 Number of times in shop within the last 3 months: 6
 Any Road Calls or Breakdowns (Y or N): Y
 Road Calls / Breakdowns within the last month: 3
 Road Calls / Breakdowns within the last 3 months: 4
 In shop more than twice monthly within the last 3 months (Y or N): Y **Score:** 5

Maintenance & Replacement Costs:

Points	Description
1	Maintenance costs are less than or equal to 20% of replacement cost.
2	Maintenance costs are 21-40% of replacement cost.
3	Maintenance costs are 41-60% of replacement cost.
4	Maintenance costs are 61-80% of replacement cost.
5	Maintenance costs are greater than or equal to 81% of replacement cost.

Total Maintenance Cost : \$92,763 as of 5/1/2017
 Estimated Purchase Price - New Veh. : \$250,000 as of 5/1/2017
 Est. Resale Value of Car to be sold : \$20,000 as of 5/1/2017
 Estimated Net Replacement Cost : \$230,000 as of 5/1/2017
 Maintenance Cost as % of Replacement Cost: 40.3% as of 5/1/2017 **Score:** 3

Type A	
Points	Description
1	No visual damage or rust and a good drive train
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), and a good drive train.
3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train.
4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips, cracked dash), major damage from add-on equipment, and one drive train component bad.
5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, and major damage from add-on equipment

Type B	
Points	Description
1	No visual damage or rust, good paint, good interior, no damage from add-on equipment, no body modification, good drive train.
2	Minor imperfections in body and paint, interior fair (no rips, tears, burns), good drive train, minor body modification.
3	Noticeable imperfections in body and paint surface, some minor rust, fair interior, weak/fair drive train, minor body modification, minor damage from add-on equipment.
4	Previous accident damage, poor paint & body condition, major rust/corrosion, poor interior, damage from add-on equip., moderate body modification evidence, 1 drive train component bad.
5	Previous accident damage, poor paint & body condition, bad interior, drive train damaged or inoperative, major body modifications, major damage from add-on equipment and attachments.

Type C			
Points	Description	Number of Notable Accidents:	(list number)
1	Good condition, fully functional.	2	
2	Fair body, functional.	Poor	comment
3	Minor body damage, weak operating system.	Poor	comment
4	Severe damage, component not functional.	Poor	comment
5	Extreme damage, inoperable.	3	(pick number from table)

Score: 5

Overall: **Total Score:** 64

0 - 17	Excellent	Do not replace.
18 - 22	Good	Re-evaluate for future budget(s).
23 - 27	Fair	Qualifies for replacement if budget allows.
28+	Poor	Needs priority replacement.

Prepared By: Terry McGran Date: 5/1/2017

May 10, 2017

Mr. Terry McGrann
City of Madison Heights
300 W. Thirteen Mile Road
Madison Heights, MI 48071

Ohio Office:
850 Science Blvd.
Gahanna, Ohio 43230
Phone: (614) 655-0022
Fax: (614) 655-0023

**RE: Purchase Proposal for One (1) Elgin Crosswind Street Sweeper
via City of Rochester Hills/National IPA Contract**

Dear Terry,

Per your request, I am pleased to provide the following National IPA quotation for your review.

2017 Elgin Crosswind Regenerative Air Street Sweeper

- Mounted on a 2017 Freightliner M2 106 chassis with Cummins ISB 6.7 engine, Allison 2500 RDS transmission, air conditioning, AM/FM stereo, dual (RH & LH) steering and controls.
- Eight (8) cubic yard rear dumping hopper.
- John Deere 4045T, Tier 4i, 74HP diesel powered auxiliary engine with shared power feature.
- Dual (RH & LH) 42" diameter side brooms with Broom Tilt and Display
- Dual Side Broom Scrubbing Position
- Memory Sweep function.
- Vacuum enhancer.
- 240 gallon polyethylene water tank.
- 6" Hopper Drain
- Stainless Steel Drop Down Screens
- Auto sweep component pick up in reverse.
- Auto engine shutdown safety device (high temp/low oil pressure).
- In cab hopper dump controls.
- Water level gauge.
- Auxiliary electric hydraulic pump.
- Lifeliner hopper liner with lifetime hopper warranty.

Bell Equipment Company

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
850 Science Blvd.
Gahanna, Ohio 43230
Phone: (614) 655-0022
Fax: (614) 655-0023

- Hopper deluge (washout) system.
- Two (2) amber LED strobe lights, rear upper hopper with guards.
- Rear mounted LED directional arrowstick.
- LED side broom lights.
- Stainless steel heated remote control mirrors.
- 12" convex sweeping mirrors.
- (2) Bostrom cloth, high back, air ride seats.
- Rear vision camera.
- Front Spray Bar
- Painted/powder coated green/green.
- Parts, service and operation manuals.
- Dual Arm Rest
- Auto lube sweeper only
- Quick Disconnect Water Fill
- Wire mount cab and rear
- One (1) year Elgin sweeper parts and labor warranty.
- 5 year John Deere warranty.
- Delivery to City of Madison Heights, MI.
- All necessary instruction and training.

➤ National IPA Sweeper Pricing	\$ 165,792.00
Freightliner Chassis Pricing	<u>\$ 80,873.00</u>
Subtotal	\$246,665.00
Less Trade Value for 2003 Crosswind	<u>(\$20,000.00)</u>
Total Delivered Sweeper Price	\$226,665.00

If any additional information is needed, please do not hesitate to contact me. Thank you for your continued interest in Elgin Sweeper and Bell Equipment Company.

Sincerely,



Dan Bell
Vice President
Bell Equipment Co.



Pricing Breakdown

Sweeper	\$ 123,125.00
Mounting	\$ 2,135.00
Memory Sweep	\$ 2,660.00
Vacuum Enhancer	\$ 485.00
Right Hand Gutter Broom tilt with Display	\$ 1,015.00
Left hand gutter broom tilt with display	\$ 1,015.00
Side Broom Lights LED	\$ 755.00
Individual Switches for Water Control	\$ 1,355.00
Dual Side Broom Scrubbing Positin	\$ 1,650.00
In Cab Hopper Dump	\$ 825.00
Right Hand Stainless Steel inspection door	\$ 775.00
6" Hopper Drain	\$ 810.00
Stainless Steel Screens	\$ 1,545.00
Lifeline hopper system	\$ 7,895.00
Crosswind Operators and Service manual	\$ 155.00
2 Rear LED Beacons with Led Arrowstick	\$ 3,720.00
Painted Green	\$ 1,265.00
Battery disconnect Switch	\$ 525.00
Auxillary hydraulic pump	\$ 1,335.00
25' water fill hose	\$ 195.00
Hopper Deluge	\$ 1,020.00
Cab Paint	\$ 3,815.00
Radio	\$ 900.00
2 Bostrom Air 905 Cloth hi-back	\$ 2,030.00
Front Spray Bar	\$ 560.00
12" Convex Mirrors	\$ 320.00
2.5 lb Fire Extinguisher	\$ 215.00
Freight	\$ 1,310.00
Power Windows	\$ 1,000.00
Dual Arm Rest	\$ 690.00
Autolube Sweeper only	\$ 4,290.00
Quick Disconnnect Water Fill	\$ 510.00
Wire Mount Cab and Rear	\$ 1,020.00
	<u>\$ 170,920.00</u>
Less 3%	\$ (5,127.60)
Sweeper total	\$ 165,792.40
Chassis	\$ 98,625.00
Less 18%	\$ (17,752.00)
Chassis Total	\$ 80,873.00
	List
Sweeper Subtotal	\$ 246,665.40
Less trade	\$ (20,000.00)
Total Delivered Price after Trade	\$ 226,665.40

**CITY OF ROCHESTER HILLS ACTING AS LEAD AGENCY
AWARD OF PROPOSAL RFP-RH-16-045
STREET SWEEPERS, PARTS, ACCESSORIES, SUPPLIES AND RELATED
SERVICES**

This agreement made this 2nd day of May 2016, by and between the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, hereinafter called the CITY and Bell Equipment Company, 78 Northpoint Drive, Lake Orion, Michigan 48359 hereinafter called the CONTRACTOR.

Administrative Summary

- Request for Proposals were posted Thursday, September 1, 2016 on the MITN e-procurement system and opened on Wednesday, October 26, 2016. The City, acting as the Principal Procurement Agency on behalf of themselves, City of Farmington Hills, City of Madison Heights, Bloomfield Township and the National Intergovernmental Purchasing Alliance issued a Request for Proposal for the purchase of street sweeper truck(s), parts, and related services. The proposal was developed with the intent of procuring street sweepers meeting the City's and participating agencies specifications, a contract that would offer a comprehensive list of parts and related services for street sweeper trucks, a nationwide master agreement for entities across the country to purchase from, and aggregated volume to generate best value offers from street sweeper vendors.
- Notification was sent to over one-hundred fifty (150) vendors with four (4) proposal responses received.
- The proposal process consisted of two stages; proposal review and equipment evaluations. Proposals were evaluated by the City of Rochester Hills Fleet Personnel, as well as representatives from the City of Farmington Hills, City of Madison Heights, and Bloomfield Township.
- Scoring for both phases of the proposal process were conducted and Bell Equipment Company was selected and unanimously supported by the communities as providing the best value. By partnering with a national cooperative the agreement received the most competitive pricing available in the market for this equipment. As part of the agreement, the City was able to secure pricing that includes discounted parts pricing for multiple years, an a complete selection of all available component, chassis, and engine offerings for the vehicle to ensure this cooperative contract would be beneficial, and provide a solution to meet agencies needs across the nation.
- Bell Equipment company represents the Elgin line of street sweeper trucks.
- The City of Rochester Hills with execution of this agreement hereby awards the contract for street sweeper trucks, parts, accessories, supplies and related services to Bell Equipment Co, Inc. for a period of three (3) years commencing April 11, 2017 with an option to renew for a two (2) year term under the same terms and conditions upon mutual consent by the City and Contractor.
- Additional Elgin dealers across the country may opt to utilize this agreement in accordance with the authorized executed dealer agreement.

**CITY OF ROCHESTER HILLS ACTING AS LEAD AGENCY
AWARD OF PROPOSAL RFP-RH-16-045
STREET SWEEPERS, PARTS, ACCESSORIES, SUPPLIES AND RELATED
SERVICES**

NOW THEREFORE, the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

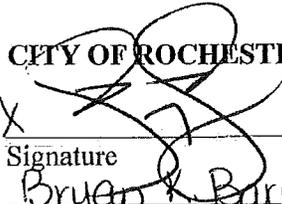
WHEREAS, The CONTRACTOR agrees to provide all labor, materials, equipment and the means of work to provide Street Sweeper Trucks, Parts, Accessories, Supplies and Related Services, as indicated in Request for Proposal (RFP-RH-16-045 for Street Sweepers, Parts, Accessories, Supplies and Related Services) dated September 1, 2016. Work and compensation shall be based on the Contractor's proposal dated October 25, 2016 and subsequent proposal dated March 16, 2017, and the RFP Documents (RFP-RH-16-045 for Street Sweeper Trucks, Parts, Accessories, Supplies and Related Services) and Addendums and attachments included as part of this Agreement.

CONTRACT GENERAL CONDITIONS

With respect to any purchases by any Participating Public Agency pursuant to the Master Agreement, the City of Rochester Hills (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The City of Rochester Hills makes no representation or guaranty with respect to any minimum purchases, or purchase(s) by the City or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

In witness whereof, the Parties hereto have executed this Agreement the day and year written above.

CITY OF ROCHESTER HILLS

X 

Signature

Bryan R. Barnett

Name

Mayor

Title

X 5-2-17

Date

Date

BELL EQUIPMENT COMPANY



Signature

James Bell

Name

President

Title

May 2, 2017

Date

Date

**CITY OF MADISON HEIGHTS
ELECTRONIC COUNCIL AGENDA REQUEST FORM**

SUBMITTED TO: _____

SUBMITTED BY: _____ DATE: _____

FOR CONSIDERATION AT THE COUNCIL MEETING OF: _____

ACTION REQUESTED

PRESENTATION _____	FUTURE PUBLIC HEARING _____
PUBLIC HEARING – SPECIAL APPROVAL _____	BID AWARDS / PURCHASES _____
PUBLIC HEARING – OTHER _____	ORDINANCE - FIRST _____
COMMUNICATION _____	ORDINANCE - SECOND _____
REPORT _____	OLD BUSINESS _____

DESCRIPTION OF ITEM

IF ORDINANCE, CITE TITLE/CHAPTER SECTIONS

POLICY CONSIDERATION

FINANCIAL IMPACT

No Impact _____	Fee Waiver Proposed _____
Budgeted Fund Name(s) _____	Department Name _____
Appropriated in Acct. No. _____	Budget Amount _____
Amount Available in Acct. _____	
Second Account Number _____	Budget Amount _____
Amount Available in 2 nd Acct. _____	Revenue Generated _____
Other Comments _____	

REVIEW CHECKLIST

DEPARTMENT _____ DATE _____

DEPARTMENT _____ DATE _____

CITY MANAGER _____ DATE _____

ITEM #

MEMORANDUM

DATE: May 15, 2017
TO: Benjamin I. Myers, City Manager
FROM: Joseph G. Vitali, DPS Director
SUBJECT: City Wide Water Meter Replacement Program – Districts 1, 2, and 3

Historically, the City has been charging our Water & Sewer customers a \$3 meter replacement fee as part of their monthly or quarterly bill. This fee, which is being eliminated in the upcoming FY 2017-18 budget, goes toward funding the City’s water meter replacement program over the next four years. The approved FY 2016-17 budget includes \$1 million in funding for the District 1 Meter Replacement Program, funded through Water and Sewer Capital Outlay. Additionally, the recently approved FY 2017-18 budget includes \$1 million in funding for the District 2 Water Meter Replacement Program. Also, the City’s FY 2018-22 Capital Improvement Plan forecasts \$975,000 in funding for District 3 in FY 2018-19. The City last replaced water meters between 1993 and 1997, and at an average age of 20-23 years, our water meters are exceeding the 20 year functional lifespan recommended by the American Water Works Association (AWWA). As meters age, they begin to slow down, or “under-register”, resulting in lost functionality and inaccurate billings.

Considering the City’s extensive investment in the Neptune Automated Meter Reading system (AMR) and other manufacturer’s products (meters, register heads, software, and reading devices) not being compatible with our system, Staff and I considered the meter replacement portion of this project sole source, therefore, research was limited to Neptune meters, and installation of same. After analyzing other alternative solutions, it was determined that a significant cost savings could be realized if the City were to purchase the meters and other equipment directly from Neptune through the Oakland County Cooperative Purchasing Contract #004822, and competitively bid the installation/labor portion of the project.

Request For Proposals (RFP) #MH-17-01 was issued on March 30, 2017, with 217 notices sent, 27 vendors accessing the bid, and the City receiving one sealed bid by the April 18, 2017 deadline. The sole bidder was Ferguson Waterworks, DBA Michigan Meter, Meter and Automation Group. Ferguson Waterworks is the successor to Michigan Meter, which itself was a spinoff of SLC Meter Group, the firm which originally installed the new meters for the City in the mid ‘90s. In addition to meter and AMR installation, the RFP also included an initial residential cross-connection survey. By way of background, the City currently implements a cross-connection control program for its commercial and industrial customers. The Michigan Department of Environmental Quality (MDEQ) is now requiring that the City implement a residential cross-connection control program; doing these inspections while the meters are being installed is the perfect time to implement this program.

Reference checks to Redford Township, the City of Roseville, and the City of Highland Park regarding Ferguson’s coordination of services, quality of work, communication (staff/residents), installation methodology, and understanding of the Neptune system were performed the week of May 8, 2017. All

Department of Public Services
City of Madison Heights
300 West 13 Mile Road
Madison Heights, MI 48071

MEMORANDUM

three communities spoke very positively about Ferguson and did not mention any concerns. Staff, Ferguson, and I will also work hand-in-hand with the Finance Department and BS&A (Utility Billing) to ensure a smooth transition of data throughout this process.

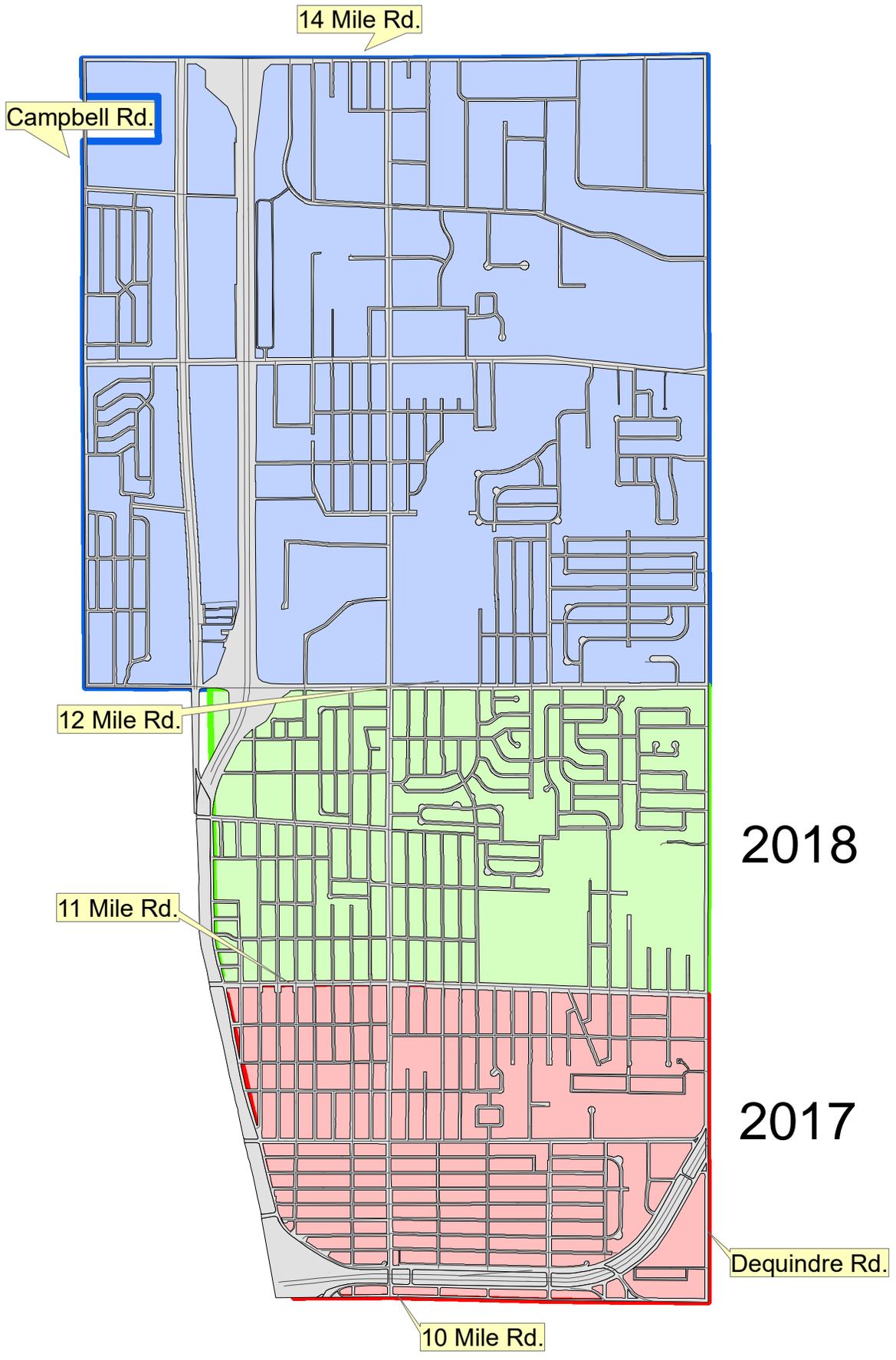
Based on this information, Staff and I request that Council consider the following motion:

To approve the FY 2016-17, 2017-18, and 2018-19 purchase of Neptune T-10 meters, register heads, and R-900 transmitters for the unit costs contained in the attached price list for a total estimated amount of \$1,783,529.50 through the Oakland County Cooperative Purchasing Contract #004822, and installation, cross-connection inspection, and software upgrade by the sole qualified bidder, Ferguson Waterworks, in the estimated amount of \$894,677.50. This represents a total project cost of \$2,678,207. District 3 funding is contingent upon FY 2018-19 Budget approval.

Council should also be aware of two additional items:

1. Staff and I estimate that 5% or less of our current underground infrastructure (valves at the street) will need to be repaired as part of this project; these repairs will be made by our underground Water & Sewer contractor, Sunde Building, with concrete and restoration repairs (if necessary) made by our concrete contractor, Italia Construction. These additional costs will be allocated to the project on an ongoing basis.
2. Ferguson Waterworks has bid a \$2/meter recycling credit to the City (i.e., for Districts 1, 2, and 3 the City will realize an estimated \$19,610 in savings to the overall project). Staff and I consider the recycling credit to be fair based on current scrap value and staff time to strip all internal parts and scrap in-house. The costs stated above reflect this credit.

Department of Public Services
City of Madison Heights
300 West 13 Mile Road
Madison Heights, MI 48071



Published Date: 5/15/2017 -CW

Water Meter Reading Districts

-  District - 1
-  District - 2
-  District - 3
- District 9: Commercial (City-Wide)

City of Madison Heights

**UTILITY BILLING
DISTRICT MAP**



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Ferguson Enterprises, Inc. dba Michigan Meter
799 E. Whitcomb Avenue, Madison Heights, MI 48071

as Principal, hereinafter called the Principal, and
Westchester Fire Insurance Company
436 Walnut Street, P. O. Box 1000, Philadelphia, PA 19106

a corporation duly organized under the laws of the State of PA
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Madison Heights

300 W. Thirteen Mile Road, Madison Heights, MI 48071

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for #MH-17-01 Installation Services for the Implementation of the Water Meter Replacement Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of April, 2017

[Handwritten Signature]

(Witness)

[Handwritten Signature]

Pablo Rios, Jr. (Witness)

Ferguson Enterprises, Inc. dba Michigan Meter
(Principal) (Seal)

By: *[Handwritten Signature]*
Operations Manager (Title)

Westchester Fire Insurance Company
(Surety)

By: *[Handwritten Signature]*
Wendy Lee Watkins, Attorney-in-Fact (Title)



Power of Attorney

Bond No. Bid Bond

Westchester Fire Insurance Company

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on each Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint **Wendy Lee Wadkins** of the City of (**Radnor**), (**PA**), each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars & Zero Cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 8th day of December 2015.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 8th day of December, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2018

Karen E. Brandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18th day of April 2017.



William L. Kelly
William L. Kelly, Assistant Secretary

ATTACHMENT – D: NON-COLLUSION AFFIDAVIT

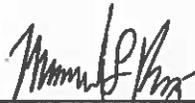
NON-COLLUSION AFFIDAVIT

Return this completed form with your proposal.

Matthew L. Rizzo being duly sworn deposes and says:

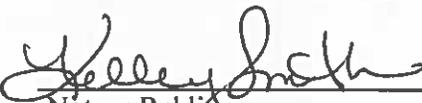
That he/she is Operations Manager
(State official capacity in firm)

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



(Signature of person submitting bid)

Subscribed and sworn this 18th day of April, 2017 before me, a Notary Public in and for said County.



Notary Public

My Commission Expires:

9-8-21

KELLEY SMITH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires September 8, 2021
Acting in the County of _____

ATTACHMENT – E: CONTRACTOR’S WARRANTY

PROJECT: Water Meter Replacement Program (City-Wide)

LOCATION: Madison Heights, MI 48071

CONTRACTOR: FERGUSON WATERWORKS METER AND AUTOMATION GROUP

DATE OF CONTRACT: _____

DATE OF SUBSTANTIAL COMPLETION: _____

The undersigned CONTRACTOR hereby warrants to the City of Madison Heights (OWNER) for a period of one year from the Date of Substantial Completion that the materials and workmanship provided for the above referenced project shall remain free of defects. This Warranty shall not cover damage due to normal wear and tear or from causes, which are outside the intended use of the pavement as long as the damage is not the result of a defect in the materials or workmanship.

It is agreed that, if after due inspection, the OWNER shall decide that the Work, in his opinion, is defective, and that repairs are required, the undersigned CONTRACTOR will repair or replace the defective work in accordance with the Contract Documents at no additional cost to the OWNER.

In the event of failure to comply with the above mentioned conditions within 20 days of written second notification the CONTRACTOR hereby authorizes the OWNER to have said defects repaired by a third party and the undersigned CONTRACTOR will honor and pay for the cost of said repairs upon demand.

* Please see attached contractors warranty statement referenced in the project exceptions portion of this response
Signature below applies to that. *



CONTRACTOR

BY: Matthew Rizzo

TITLE: Operations Manager

DATE: April 18th, 2017



City of Madison Heights, MI

Request for Proposal: #MH-1701

For Water Meter Replacement Program

Contractor Warranty Statement

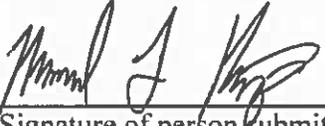
1. **WARRANTY:**

- a) **INSTALLATION WARRANTY:** For those products installed by Seller, for a period of one (1) year from installation or first use or occupancy by end user (whichever occurs later and in no event longer than eighteen (18) months from date of installation), Seller warrants that services performed by Seller hereunder shall be provided in a professional and workmanlike manner and in full compliance with local code. Upon receipt of notice from Buyer that installation services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services. This Installation Warranty does not apply if there is evidence of abuse, acts of God or misuse by Buyer or a third party.
- b) **PRODUCT WARRANTY:** All manufacturers' warranties shall be made available to Buyer or end user. Seller shall coordinate manufacturer warranty service with the end user at Buyer's request. The sole warranty applicable to installation service provided (as applicable) is delineated as Installation Warranty (see above). Product warranties are solely from the respective manufacturer. With respect to the underlying products, **THE BUYER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THE UNDERLYING PRODUCTS PROVIDED.** All manufacturers' warranty and service obligations shall be for the benefit of the Buyer or end user.

ATTACHMENT – F: INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That Ferguson Waterworks Meter and Automation
(Contractor/Company) By and through the undersigned Matthew L. Rizzo
(Individual), Its Operations Manager (Title), respectively, agrees to indemnify and
hold harmless the City of Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen
Mile Road, Madison Heights, Michigan 48071, (hereinafter “City”), its Council, officers,
administrators, employees, attorneys, affiliates, successors and assigns from any and all liability
arising, directly or indirectly, from the following activity:

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


(Signature of person submitting bid)

Subscribed and sworn this 18th day of April, 2017 before me, a Notary
Public in and for said County.


Notary Public
County of Oakland

KELLEY SMITH
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires September 8, 2021
Acting in the County of _____

My Commission Expires: 9-8-21
Acting in County of _____

ATTACHMENT - C: PROPOSAL COST BREAKDOWN

COMPANY NAME: Ferguson Waterworks Meter and Automation Group

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1	<u>Section 1 - Residential Meter Installation</u>				
	<i>District 1:</i>				
1.1	Install Neptune T-10 Water Meter & Ecoder Register Head	3,125	Each	\$ 70.00	\$ 218,750.00
1.2	Install Neptune R-900 MIU (Outside)	3,125	Each	\$ 20.00	\$ 62,500.00
1.3	Replace/Install New wire from meter to R-900	3,125	Each	\$ 2.00	\$ 6,250.00
1.4	Perform Cross Connection Survey	3,125	Each	\$ 50	\$ 1,562.50
1.5				<i>Subtotal - District 1:</i>	\$ 289,062.50
	<i>District 2:</i>				
1.6	Install Neptune T-10 Water Meter & Ecoder Register Head	3,411	Each	\$ 70.00	\$ 238,770.00
1.7	Install Neptune R-900 MIU (Outside)	3,411	Each	\$ 20.00	\$ 68,220.00
1.8	Replace/Install New wire from meter to R-900	3,411	Each	\$ 2.00	\$ 6,822.00
1.9	Perform Cross Connection Survey	3,411	Each	\$ 50	\$ 1,705.50
1.10				<i>Subtotal - District 2:</i>	\$ 315,517.50
	<i>District 3:</i>				
1.11	Install Neptune T-10 Water Meter & Ecoder Register Head	3,269	Each	\$ 70.00	\$ 228,830.00
1.12	Install Neptune R-900 MIU (Outside)	3,269	Each	\$ 20.00	\$ 65,380.00
1.13	Replace/Install New wire from meter to R-900	3,269	Each	\$ 2.00	\$ 6,538.00
1.14	Perform Cross Connection Survey	3,269	Each	\$ 50	\$ 1,634.50
1.15				<i>Subtotal - District 3:</i>	\$ 302,832.50
1.16				Total: Residential Meter Installation	\$ 907,412.50
2	<u>Section 2 - Optional Pricing, Commercial Meter Installation</u>				
2.1	Install 1" Neptune T-10 Meter & Ecoder Register	1	Each	\$	\$
2.2	Install 1 1/2" Neptune T-10 Meter & Ecoder Register				
2.3	Install 2" Neptune T-10 Meter & Ecoder Register	1	Each	\$	\$
2.4	Install 3" Neptune Compound Meter & Ecoder Registers	1	Each	\$	\$
2.5	Install 4" Neptune Compound Meter & Ecoder Registers	1	Each	\$	\$
2.6	Install 6" Neptune Compound Meter & Ecoder Registers	1	Each	\$	\$

**Error in Calculation:
Actual = \$302,382.50**

**Due to Error in District 3 Calculation:
Updated Total Amount: \$906,962.50**

ATTACHMENT – C: PROPOSAL COST BREAKDOWN (CONTINUED)

COMPANY NAME: Ferguson Waterworks Meter and Automation Group

Item	Description	Quantity	Unit	Unit Price	Amount
3	<u>Section 3 – Meter Scrap Value</u>				
3.1	Option "A" – Complete Units Returned to DPS	9,805	Each	\$ 0.00	\$ 0.00
3.2	Option "B" – Meters Recycled by Contractor, Credit to City	9,805	Each	\$ 2.00	\$ (19,610)
4	<u>Section 4 – Optional Pricing, Software & Training</u>				
4.1	Neptune N_Sight Plus Software	1	Lump Sum	\$ 4,500.00	\$ 4,500.00*
4.2	User Licenses (if applicable)	1	Each	\$ 325.00	\$ 325.00
4.3	Training		Each	\$ 2,500.00	\$ 2,500.00
				Subtotal – Section 4: \$6,825.00	
5	<u>Section 5 – Additional Pricing</u>				
5.1				\$	\$
5.2				\$	\$
5.3				\$	\$
5.4				\$	\$
5.5				\$	\$
				Total Bid Amt.:	\$ Option A 914,237.50
				Total Bid Amt.:	\$ Option B 894,627.50

Error in Calculation
Actual = \$7,325.00

* Software Price only. Server required per Neptune Specifications. Pricing for existing customers who have active software maintenance contract.

Option A - No Scrap Credit, Meter, register and MIU returned to City to scrap
 Option B - Scrap Credit included, Ferguson to dispose of

Recalculated Totals:
(Due to error in section 4 & District 3)
 "Option A": \$914,287.50
 "Option B": \$894,677.50

CONTRACT

Dispatch via Print



OAKLAND COUNTY PURCHASING DIVISION

Executive Office Building 41 West
2100 Pontiac Lake Rd.
Lower Level
Waterford MI 48328-0462
Main Phone 248/858-0511
www.oakgov.com/purchasing/

Ferguson Enterprises Inc
Matt Rizzo
799 Whitcomb Ave
Madison Heights MI 48071

Contract ID 00000000000000000004822		Page 1 of 2	
Contract Dates 11/01/2014 to 10/31/2017		F.O.B. DEST	Terms NET 30
Buyer Edward Tucker	Phone 248/858-1064	Email tuckere@oakgov.com	
Description: Neptune Water Meters-M-COOP		Contract Maximum 2,077,377.33	

Vendor ID 0000010217
Phone: 248/585-3700 Matt Rizzo
Fax: 248/585-3730 matt.rizzo@ferguson.com

Tax Exempt ID: 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
1	000000000000037947	Neptune Water Meters per price list	41112501	AMT	1.00
2	000000000000037948	10" SS HP Protectus III W/ 2" Bypass - 0Ecoder C/F	41112501	EA	18,416.00
3	000000000000037949	6' Antenna Assembly - 12527-100	41112501	EA	20.00
4	000000000000037950	5/8" x 3/4" Disk Meter - ED2B11RHF2 - Ecoder	41112501	EA	102.00
5	000000000000037951	10" Strainer Kit - 9605-006	41112501	EA	120.00
6	000000000000037952	12527-200 Antenna Assy. 6' Cable Encoder R900Pit	41112501	EA	20.00
7	000000000000037953	13443-000 Direct Mount V.3	41112501	EA	10.00
8	000000000000037954	704-100G 1" Galvanized Coupling	41112501	EA	21.25
9	000000000000037955	FS1-727-24 6 x 24" Repair Clamp	41112501	EA	268.24
10	000000000000037956	G-5M-25NS Adapt 5MHydrant 2.5" NST-M	41112501	EA	78.00
11	000000000000037957	TC-A Akron Tester Clamp 3", 4" and 6" Flanged Meters	41112501	EA	1,112.10
12	000000000000037958	HS-LID Erie Style Curb Box Lids Two Hole Type	41112501	EA	6.73
13	000000000000037959	#EC-23-NL Expansion Connection for 5/8"x3/4"Meter	41112501	EA	18.80
14	000000000000037960	AMI System Collection Installation and Commissioning. Non-Penetrating Roof Tower	41112501	EA	12,673.36
15	000000000000037961	AMI System Collection Installation and Commissioning. 65' Utility Pole	41112501	EA	13,766.22
16	000000000000037962	AMI System Collection Installation and Commissioning. Pre-existing tower	41112501	EA	13,446.10
17	000000000000037963	PTP Plastic Plug & Nut for Meter reading lid w/ 2" hole	41112501	EA	4.69
18	000000000000037964	WA2-LT 9.5" Locking Electronic Read Iron lid, Type A / Wabash Cover	41112501	EA	27.40
19	000000000000037965	G-363M-25N30P Adapt 2.5" NST-F x 3" NPTM Swivel	41112501	EA	94.00

CONTRACT

Dispatch via Print



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Ferguson Enterprises Inc
Matt Rizzo
799 Whitcomb Ave
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Contract ID 00000000000000000004822		Page 2 of 2	
Contract Dates 11/01/2014 to 10/31/2017		F.O.B. DEST	Terms NET 30
Buyer Edward Tucker	Phone 248/858-1064	Email tuckere@oakgov.com	
Description: Neptune Water Meters-M-COOP		Contract Maximum 2,077,377.33	

Vendor ID 0000010217
Phone: 248/585-3700 Matt Rizzo
Fax: 248/585-3730 matt.rizzo@ferguson.com

Tax Exempt ID: 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
20	000000000000037966	BT-58x2.5 5/8" - 11 x 2.5" Hex Head Cap Screw- Zink	41112501	EA	1.00
21	000000000000037967	GH-2003G 3" x 1/8" Full Face Gasket	41112501	EA	4.50
22	000000000000037968	3x7D.NCF 3" Inch Galv. Meter Flange	41112501	EA	69.63
23	000000000000037969	1-1/2" Screw In Meter Install (Qty. 1- 10)	41112501	EA	175.00
24	000000000000037970	2" Screw In Meter Install (Qty. 1 - 30)	41112501	EA	200.00
25	000000000000038075	5/8" x 3/4" ecoder CF One Time Purchase	41112501	EA	92.00
26	000000000000038410	1 1/2" Screw in Meter Special Install	41112501	EA	185.00
27	000000000000038411	2" Screw in Meter Special Install	41112501	EA	210.00
28	000000000000038412	Site Investigation / Unable to Install	41112501	EA	15.00

2016/08/29 AEC
CO 02x

Due to vendor name and tax ID number change, Oakland County is issuing a new contract number to Ferguson Enterprises, Inc.

The old contract number 004361 will be replaced by 004822
The old vendor number 14058 will be replaced by 10217. Vendor name changed from Michigan Meter Technology Group Inc. to Ferguson Enterprises, Inc.

2016/08/29 AEC
Contract Re-issue Finalized

2016/09/14 AEC
System Change A
Add the following item to the contract:
5/8" x 3/4" ecoder CF One Time Purchase - \$92.00 Ea

2016/11/16 CJB
Systems Change B
Add the following line items to the contract:
1 1/2" Screw in Meter Special Install
2" Screw in Meter Special Install - \$210/each
Site Investigation / Unable to Install - \$15/each

Authorized Signature

Ferguson Enterprises
Neptune Water Meters and Installation
Price List

Line	Description (1)	Year 1	Year 2	Year 3
1	Neptune R900 Wall Meter Interface Unit (Bulk) Quantity 1-999	\$ 85.38	\$ 87.94	\$ 90.58
2	Neptune R900 Wall Meter Interface Unit (Bulk), Qty: 1000-4999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 82.89	\$ 85.38	\$ 87.94
3	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 5000 - 9999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 79.70	\$ 82.10	\$ 84.56
4	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 10,000-19,999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 76.64	\$ 78.94	\$ 81.31
5	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 20,000-29,999. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 73.69	\$ 75.90	\$ 78.18
6	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 30,000-39,000. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 70.86	\$ 72.98	\$ 75.17
7	Neptune R900 Wall Meter Interface Unit (Bulk): Qty 40,000 +. NOTE: To receive this price per unit, COUNTY to schedule delivery for required quantities. Mutual consent needed to extend pricing for 3 yr period.	\$ 68.13	\$ 70.18	\$ 72.28
8	Neptune R900 Installation Only - Sequential Order	\$ 13.86	\$ 14.28	\$ 14.70
9	Neptune R900 Installation Only - Non Sequential Order	\$ 18.48	\$ 19.03	\$ 19.61
10	Neptune R900 Installation with New Wire. NOTE: Requires entrance into building via door knock, appointment, or other communication with building owner. To be performed by CONTRACTOR.	\$ 46.20	\$ 47.59	\$ 49.01
11	Neptune R900 Installation and Register Change Out. NOTE: Requires entrance into building via door knock, appointment, or other communication with building owner. To be performed by CONTRACTOR.	\$ 51.98	\$ 53.53	\$ 55.14
12	Complete Meter Change Out (includes mounting hardware, seals and gaskets). NOTE: Requires entrance into building via door knock, appointment, or other communication with building owner. To be performed by CONTRACTOR.	\$ 54.29	\$ 55.91	\$ 57.59
13	Neptune R900 Pit Meter Interface Unit w/6' of wire	\$ 86.93	\$ 89.54	\$ 92.23
14	Cable (from meter to meter Interface Unit) per 1'	\$ 0.12	\$ 0.12	\$ 0.13
15	Advantage II, Probe/ARBv - Complete	\$ 1,810.00	\$ 1,864.30	\$ 1,920.23
16	Advantage II, Probe/ARBv - Complete Annual Maintenance Fee	\$ 168.00	\$ 173.04	\$ 178.23
17	Custom Report Generator	\$ 1,093.75	\$ 1,126.56	\$ 1,160.36
18	Additional seats for Client / Server Applications	\$ 262.50	\$ 270.38	\$ 278.49
19	Factory On-Site Training and Implementation (two days)	\$ 3,990.00	\$ 4,109.70	\$ 4,232.99
20	Ethernet Cradle and Power Adapter	\$ 493.50	\$ 508.31	\$ 523.55
21	Wedge Scanner. Factory on-site training and implementation is only required if the client/server application is implemented. Local training provided by the CONTRACTOR and the MANUFACTURER territory Mgr at no cost	\$ 262.50	\$ 270.38	\$ 278.49
22	Neptune Water Parts List - Effective October 1, 2014 - see edit comments *	Provided	Provided	Provided
23	Box Neptune Receptacle ARB# 10228-000	\$ 6.30	\$ 6.49	\$ 6.68
24	Register T-10 Pro Read 3BD CF, Size 5/8", 3/4", 1", 1 1/2", 2"	\$ 50.37	\$ 51.88	\$ 53.43
25	Register T-10 Pro Read PIT 3BD CF, Size 5/8", 3/4", 1", 1 1/2", 2"	\$ 62.36	\$ 64.23	\$ 66.16
26	WRC 5/8" Meter Buy Back (per meter)	\$ 2.50	\$ 2.58	\$ 2.65
27	WRC 1" Meter Buy Back (per meter)	\$ 4.00	\$ 4.12	\$ 4.24

Ferguson Enterprises
Neptune Water Meters and Installation
Price List

Line	Description (1)		Year 1	Year 2	Year 3
28	WRC 1 1/2" Meter Buy Back (per meter)		\$ 12.00	\$ 12.36	\$ 12.73
29	WRC 2" Meter Buy Back (per meter)		\$ 16.00	\$ 16.48	\$ 16.97
30	5/8" by 3/4" Disc Meter	ED2B12R6F7 Auto/Detect	\$ 82.83	\$ 85.31	\$ 87.87
31	5/8" by 3/4" Disc Meter	ED2B12R6F7 Ecoder	\$ 94.82	\$ 97.66	\$ 100.59
32	5/8" by 3/4" Disc Meter	ED2B12R6F7 Ecoder I D/L	\$ 164.37	\$ 169.30	\$ 174.38
33	3/4" by 1" Disc Meter	ED2E12R6F7 Auto/Detect	\$ 107.46	\$ 110.68	\$ 114.00
34	3/4" by 1" Disc Meter	ED2E12R6F7 Ecoder	\$ 119.45	\$ 123.03	\$ 126.73
35	3/4" by 1" Disc Meter	ED2E12R6F7 Ecoder I D/L	\$ 189.00	\$ 194.67	\$ 200.51
36	3/4" by 3/4" Disc Meter	ED2C12R6F7 Auto/Detect	\$ 107.46	\$ 110.68	\$ 114.00
37	3/4" by 3/4" Disc Meter	ED2C12R6F7 Ecoder	\$ 119.45	\$ 123.03	\$ 126.73
38	3/4" by 3/4" Disc Meter	ED2C12R6F7 Ecoder I D/L	\$ 189.00	\$ 194.67	\$ 200.51
39	1" Disc Meter	ED2F12R6F7 Auto/Detect	\$ 153.82	\$ 158.43	\$ 163.19
40	1" Disc Meter	ED2F12R6F7 Ecoder	\$ 165.81	\$ 170.79	\$ 175.91
41	1" Disc Meter	ED2F12R6F7 Ecoder I D/L	\$ 235.36	\$ 237.72	\$ 240.09
42	1-1/2" Disc Meter Oval Flange	ED2H11R6F7 Auto/Detect	\$ 334.18	\$ 344.20	\$ 354.53
43	1-1/2" Disc Meter Oval Flange	ED2H11R6F7 Ecoder	\$ 346.17	\$ 356.55	\$ 367.25
44	1-1/2" Disc Meter Oval Flange	ED2H11R6F7 Ecoder I D/L	\$ 415.72	\$ 419.88	\$ 424.08
45	2" Disc Meter Oval Flange	ED2J11R6F7 Auto/Detect	\$ 447.40	\$ 460.83	\$ 474.65
46	2" Disc Meter Oval Flange	ED2J11R6F7 Ecoder	\$ 459.40	\$ 473.18	\$ 487.37
47	2" Disc Meter Oval Flange	ED2J11R6F7 Ecoder I D/L	\$ 528.95	\$ 534.24	\$ 539.58
48	2" Truflo Compound	EC2AR6F7 Auto/Detect	\$ 1,399.50	\$ 1,441.48	\$ 1,484.73
49	2" Truflo Compound	EC2AR6F7 Ecoder	\$ 1,399.50	\$ 1,441.48	\$ 1,484.73
50	2" Truflo Compound	EC2AR6F7 Ecoder I D/L	\$ 1,579.97	\$ 1,595.77	\$ 1,611.73
51	3" Truflo Compound	EC3BR6F7 Auto/Detect	\$ 1,873.22	\$ 1,929.42	\$ 1,987.30
52	3" Truflo Compound	EC3BR6F7 Ecoder	\$ 1,873.22	\$ 1,929.42	\$ 1,987.30
53	3" Truflo Compound	EC3BR6F7 Ecoder I D/L	\$ 2,053.70	\$ 2,074.24	\$ 2,094.98
54	4" Truflo Compound	EC3CR6F7 Auto/Detect	\$ 2,533.37	\$ 2,609.37	\$ 2,687.66
55	4" Truflo Compound	EC3CR6F7 Ecoder	\$ 2,533.37	\$ 2,609.37	\$ 2,687.66
56	4" Truflo Compound	EC3CR6F7 Ecoder I D/L	\$ 2,713.85	\$ 2,740.99	\$ 2,768.40
57	6" Truflo Compound	EC3DR6F7 Auto/Detect	\$ 3,843.39	\$ 3,958.69	\$ 4,077.45
58	6" Truflo Compound	EC3DR6F7 Ecoder	\$ 3,843.39	\$ 3,958.69	\$ 4,077.45
59	6" Truflo Compound	EC3DR6F7 Ecoder I D/L	\$ 4,023.86	\$ 4,064.10	\$ 4,104.74
60	4" F/S Turbine	ET5C1R6F7 Auto/Detect	\$ 3,697.47	\$ 3,808.40	\$ 3,922.65
61	4" F/S Turbine	ET5C1R6F7 Ecoder	\$ 3,717.47	\$ 3,829.00	\$ 3,943.87
62	4" F/S Turbine	ET5C1R6F7 Ecoder I D/L	\$ 3,807.71	\$ 3,845.79	\$ 3,884.25
63	6" F/S Turbine	ET5D1R6F7 Auto/Detect	\$ 5,856.00	\$ 6,031.68	\$ 6,212.63
64	6" F/S Turbine	ET5D1R6F7 Ecoder	\$ 5,876.00	\$ 6,052.28	\$ 6,233.85
65	6" F/S Turbine	ET5D1R6F7 Ecoder I D/L	\$ 4,023.86	\$ 4,064.10	\$ 4,104.74
66	2" HPTurbine	ET4AR6F7 Auto/Detect	\$ 575.61	\$ 592.88	\$ 610.66
67	2" HPTurbine	ET4AR6F7 Ecoder	\$ 575.61	\$ 592.88	\$ 610.66
68	2" HPTurbine	ET4AR6F7 Ecoder I D/L	\$ 665.85	\$ 672.51	\$ 679.23
69	3" HPTurbine	ET4BR6F7 Auto/Detect	\$ 783.97	\$ 807.49	\$ 831.71
70	3" HPTurbine	ET4BR6F7 Ecoder	\$ 783.97	\$ 807.49	\$ 831.71
71	3" HPTurbine	ET4BR6F7 Ecoder I D/L	\$ 874.21	\$ 882.95	\$ 891.78
72	4" HPTurbine	ET4CR6F7 Auto/Detect	\$ 1,170.62	\$ 1,205.74	\$ 1,241.91
73	4" HPTurbine	ET4CR6F7 Ecoder	\$ 1,170.62	\$ 1,205.74	\$ 1,241.91

Ferguson Enterprises
Neptune Water Meters and Installation
Price List

Line	Description (1)	Year 1	Year 2	Year 3
74	4" HPTurbine ET4CR6F7 Ecoder I D/L	\$ 1,260.86	\$ 1,273.47	\$ 1,286.20
75	6" HPTurbine ET4DR6F7 Auto/Detect	\$ 2,141.77	\$ 2,206.02	\$ 2,272.20
76	6" HPTurbine ET4DR6F7 Ecoder	\$ 2,141.77	\$ 2,206.02	\$ 2,272.20
77	6" HPTurbine ET4DR6F7 Ecoder I D/L	\$ 2,232.01	\$ 2,254.33	\$ 2,276.87
78	8" HPTurbine ET4ER6F7 Auto/Detect	\$ 2,826.30	\$ 2,911.09	\$ 2,998.42
79	8" HPTurbine ET4ER6F7 Ecoder	\$ 2,826.30	\$ 2,911.09	\$ 2,998.42
80	8" HPTurbine ET4ER6F7 Ecoder I D/L	\$ 2,916.54	\$ 2,945.70	\$ 2,975.16
81	3" Strainer Kit	\$ 10.00	\$ 10.30	\$ 10.61
82	4" Strainer Kit	\$ 15.00	\$ 15.45	\$ 15.91
83	6" Strainer Kit	\$ 20.00	\$ 20.60	\$ 21.22
84	8" Strainer Kit	\$ 25.00	\$ 25.75	\$ 26.52
85	3" Bronze Flange Kit	\$ 450.00	\$ 463.50	\$ 477.41
86	4" Bronze Flange Kit	\$ 625.00	\$ 643.75	\$ 663.06
87	6" Bronze Flange Kit	\$ 1,000.00	\$ 1,030.00	\$ 1,060.90
88	3" Gasket Only	\$ 3.00	\$ 3.09	\$ 3.18
89	4" Gasket Only	\$ 4.00	\$ 4.12	\$ 4.24
90	6" Gasket Only	\$ 6.00	\$ 6.18	\$ 6.37
91	8" Gasket Only	\$ 8.00	\$ 8.24	\$ 8.49
92	8" Tee Handle Curb Key	\$ 58.00	\$ 59.74	\$ 61.53
93	36" Super Hayes Fork Wrench	\$ 47.00	\$ 48.41	\$ 49.86
94	7/8" X 5' Auger	\$ 68.00	\$ 70.04	\$ 72.14
95	3' Super Pentagon Wrench	\$ 44.00	\$ 45.32	\$ 46.68
96	36" Manhole Hooks	\$ 29.00	\$ 29.87	\$ 30.77
97	R-900 v-3 Gateway J.R Mobile Data Collector Complete	\$ 12,000.00	\$ 12,360.00	\$ 12,730.80
98	Mobile Data Collector Complete Annual Maintenance Fee	\$ 951.00	\$ 979.53	\$ 1,008.92
99	4" HP Protectus F/S Stainless Steel EP7C1R6F7 Auto/Detect	\$ 5,456.37	\$ 5,620.06	\$ 5,788.67
100	4" HP Protectus F/S Stainless Steel EP7C1R6F7 Ecoder	\$ 5,456.37	\$ 5,620.06	\$ 5,788.67
101	4" HP Protectus F/S Stainless Steel EP7C1R6F7 Ecoder I D/L	\$ 5,636.85	\$ 5,693.22	\$ 5,750.15
102	6" HP Protectus F/S Stainless Steel EP7D1R6F7 Auto/Detect	\$ 7,392.11	\$ 7,613.87	\$ 7,842.29
103	6" HP Protectus F/S Stainless Steel EP7D1R6F7 Ecoder	\$ 7,392.11	\$ 7,613.87	\$ 7,842.29
104	6" HP Protectus F/S Stainless Steel EP7D1R6F7 Ecoder I D/L	\$ 7,572.59	\$ 7,648.31	\$ 7,724.80
105	8" HP Protectus F/S Stainless Steel EP7E1R6F7 Auto/Detect	\$ 9,478.75	\$ 9,763.11	\$ 10,056.01
106	8" HP Protectus F/S Stainless Steel EP7E1R6F7 Ecoder	\$ 9,478.75	\$ 9,763.11	\$ 10,056.01
107	8" HP Protectus F/S Stainless Steel EP7E1R6F7 Ecoder I D/L	\$ 9,659.23	\$ 9,755.82	\$ 9,853.38
108	3" Bronze Flange Kit - NSF61 No Lead Bronze	\$ 450.00	\$ 463.50	\$ 477.41
109	4" Bronze Flange Kit - NSF61 No Lead Bronze	\$ 625.00	\$ 643.75	\$ 663.06
110	6" Bronze Flange Kit - NSF61 No Lead Bronze	\$ 1,000.00	\$ 1,030.00	\$ 1,060.90
111	3/4" Brass Corp Plug (CSP-3-A) - NSF61 No Lead Bronze	\$ 7.21	\$ 7.43	\$ 7.65
112	1" Brass Corp Plug (CSP-4-A) - NSF61 No Lead Bronze	\$ 10.50	\$ 10.82	\$ 11.14
113	1" Comp Curb Stop (B44-444) - NSF61 No Lead Bronze	\$ 93.35	\$ 96.15	\$ 99.04
114	1" Comp Coupling (C44-444) - NSF61 No Lead Bronze	\$ 19.58	\$ 20.17	\$ 20.77
115	1" X 3/4" AWWA Bushing (BBAA-43) - NSF61 No Lead Bronze	\$ 11.81	\$ 12.16	\$ 12.53
116	2" X 1.5" AWWA Bushing (BBAA-76) - NSF61 No Lead Bronze	\$ 38.92	\$ 40.09	\$ 41.29
117	2" X 1" AWWA Bushing (BBAA-74) - NSF61 No Lead Bronze	\$ 52.19	\$ 53.76	\$ 55.37
118	R-900 Gateway Data Collector V3 GPRS (RF antenna and power option ordered separately) 13130-000	\$ 6,295.72	\$ 6,484.59	\$ 6,679.13

Ferguson Enterprises
Neptune Water Meters and Installation
Price List

Line	Description (1)	Year 1	Year 2	Year 3
119	R-900 Data Collector Gateway V3 - Ethernet (RF antenna and power option ordered separately) 13130-100	\$ 6,295.72	\$ 6,484.59	\$ 6,679.13
120	R-900 Gateway - 130W Solar Collector System Assembly - small pole version (2"-4" poles) Zones A, B, C 13139-001	\$ 2,997.96	\$ 3,087.90	\$ 3,180.54
121	R-900 Gateway - 130W Solar Collector System Assembly - large pole version (5"-16") Zones A, B, C 13139-002	\$ 2,997.96	\$ 3,087.90	\$ 3,180.54
122	R-900 Gateway - 220W Solar Collector System Assembly - small pole version (2"-4") Zone D,E 13068-100	\$ 3,897.35	\$ 4,014.27	\$ 4,134.70
123	R-900 Gateway - 220W Solar Collector System Assembly - large pole version (5"-16") Zone D, E 13068-000	\$ 3,897.35	\$ 4,014.27	\$ 4,134.70
124	R-900 Gateway UPS - outdoor system assembly, pole version (2"- 16" poles) 13070-000	\$ 1,798.78	\$ 1,852.74	\$ 1,908.32
125	R-900 Gateway UPS - outdoor system assembly wall version 13070-100	\$ 1,798.78	\$ 1,852.74	\$ 1,908.32
126	R-900 Gateway RF antenna 13146-100	\$ 371.00	\$ 382.13	\$ 393.59
127	R-900 Gateway stand, ballast roof mount 13068-001	\$ 719.51	\$ 741.10	\$ 763.33
128	R-900 Gateway rubber pad, roof mount stand 12955-001	\$ 239.84	\$ 247.03	\$ 254.44
129	R-900 Gateway pole antenna mounting bracket 13085-001	\$ 71.95	\$ 74.11	\$ 76.33
130	R-900 Gateway antenna 25" standoff bracket 13088-001	\$ 239.84	\$ 247.03	\$ 254.44
131	R-900 Gateway wall antenna mounting bracket 13134-000	\$ 71.95	\$ 74.11	\$ 76.33
132	ARB N Sight host software kit 13011-000	\$ 2,398.37	\$ 2,470.32	\$ 2,544.43
133	Additional software seat(s) per seat (1 included in ARB N Sight kit) 12671-001	\$ 300.00	\$ 309.00	\$ 318.27
134	ARB N Sight system implementation	\$ 6,290.00	\$ 6,478.70	\$ 6,673.06
135	ARB N Sight host software - annual maintenance	\$ 599.59	\$ 617.58	\$ 636.11
136	ARB N Sight host software - 3 years of maintenance	\$ 1,798.78	\$ 1,852.74	\$ 1,908.32
137	R-900 Gateway data collector - annual maintenance	\$ 951.00	\$ 979.53	\$ 1,008.92
138	Trimble Nomad 900B (bluetooth only) - first year of maintenance included	\$ 2,303.00	\$ 2,372.09	\$ 2,443.25
139	Trimble Nomad Maintenance - annually	\$ 300.00	\$ 309.00	\$ 318.27
140	Trimble Nomad Maintenance - 3 years of maintenance	\$ 900.00	\$ 927.00	\$ 954.81
141	Trimble Nomad Charging and Communications Cable	\$ 395.00	\$ 406.85	\$ 419.06
142	Timble Nomad Power Cable	\$ 99.00	\$ 101.97	\$ 105.03
143	R900 Bluetooth Beltclip Receiver	\$ 2,040.00	\$ 2,101.20	\$ 2,164.24
144	1-1/2" Disc Meter Screw End ED2H21R6F8 Auto/Detect	\$ 334.18	\$ 344.20	\$ 354.53
145	1-1/2" Disc Meter Screw End ED2H21REF2 Ecoder	\$ 346.17	\$ 356.55	\$ 367.25
146	1-1/2" Disc Meter Screw End ED2H21RDF2 Ecoder I D/L	\$ 415.72	\$ 419.88	\$ 424.08
147	2" Disc Meter Screw End ED2J21R6F8 Auto/Detect	\$ 447.40	\$ 460.83	\$ 474.65
148	2" Disc Meter Screw End ED2J21REF2 Ecoder	\$ 459.40	\$ 473.18	\$ 487.37
149	2" Disc Meter Screw End ED2J21RDF1 Ecoder I D/L	\$ 528.95	\$ 534.24	\$ 539.58
150	1-1/2" Str. Meter Coupling x MIP C38-66-2.875 NL Lead Free	\$ 39.94	\$ 41.14	\$ 42.37
151	2" Meter Coupling x 2" MIPT C38-77-NL Lead Free	\$ 54.23	\$ 55.86	\$ 57.53
152	1-1/2" Rubber Gasket GT-131	\$ 1.50	\$ 1.55	\$ 1.59
153	2" Rubber Gasket GT-135	\$ 2.30	\$ 2.37	\$ 2.44

(1) For all items included in this contract, price increases for years 4 and 5 (if the contract is extended) shall not exceed 5%.

* Most Current Neptune Parts List will be in effect. Current Version is U676-16

Material Expense Estimates - Based on Oakland County Bid #004822

City-Wide Residential Water Meter Replacement Program

Item	Description	Line Item #	Quantity	Unit	Unit Price	Amount
1.0	<u>Section 1 - Residential Meter Estimated Material Expenses</u>					
	<i>District 1:</i>					
1.1	5/8" x 3/4" T-10 Meter w/ Ecoder Register	30	3,125	Each	\$ 100.59	\$ 314,343.75
1.2	Neptune R900 Meter Interface Unit (Qty: 10,000-19,999)	4	3,125	Each	\$ 81.31	\$ 254,093.75
1.3	Additional Costs - Meter Seals, Etc.	n/a			\$ -	\$ -
1.4					<i>Subtotal – District 1:</i>	<u>\$ 568,437.50</u>
	<i>District 2:</i>					
1.5	5/8" x 3/4" T-10 Meter w/ Ecoder Register	30	3,411	Each	\$ 100.59	\$ 343,112.49
1.6	Neptune R900 Meter Interface Unit (Qty: 10,000-19,999)	4	3,411	Each	\$ 81.31	\$ 277,348.41
1.7	Additional Costs - Meter Seals, Etc.	n/a			\$ -	\$ -
1.8					<i>Subtotal – District 2:</i>	<u>\$ 620,460.90</u>
	<i>District 3:</i>					
1.9	5/8" x 3/4" T-10 Meter w/ Ecoder Register	30	3,269	Each	\$ 100.59	\$ 328,828.71
1.10	Neptune R900 Meter Interface Unit (Qty: 10,000-19,999)	4	3,269	Each	\$ 81.31	\$ 265,802.39
1.11	Additional Costs - Meter Seals, Etc.	n/a			\$ -	\$ -
1.12					<i>Subtotal – District 3:</i>	<u>\$ 594,631.10</u>
1.13					Total Estimated Material Expense:	<u>\$ 1,783,529.50</u>

Labor Rates - Based on Proposal Response

City-Wide Residential Water Meter Replacement Program

Item	Description	Quantity	Unit	Unit Price	Amount	
1 Section 1 - Residential Meter Installation						
<i>District 1:</i>						
1.1	Install Neptune T-10 Water Meter & Ecoder Register Head	3,125	Each	\$ 70.00	\$ 218,750.00	
1.2	Install Neptune R-900 MIU (Outside)	3,125	Each	\$ 20.00	\$ 62,500.00	
1.3	Replace/Install New wire from meter to R-900	3,125	Each	\$ 2.00	\$ 6,250.00	
1.4	Perform Cross Connection Survey	3,125	Each	\$ 0.50	\$ 1,562.50	
1.5				<i>Subtotal – District 1:</i>	\$ 289,062.50	
<i>District 2:</i>						
1.6	Install Neptune T-10 Water Meter & Ecoder Register Head	3,411	Each	\$ 70.00	\$ 238,770.00	
1.7	Install Neptune R-900 MIU (Outside)	3,411	Each	\$ 20.00	\$ 68,220.00	
1.8	Replace/Install New wire from meter to R-900	3,411	Each	\$ 2.00	\$ 6,822.00	
1.9	Perform Cross Connection Survey	3,411	Each	\$ 0.50	\$ 1,705.50	
1.1				<i>Subtotal – District 2:</i>	\$ 315,517.50	
<i>District 3:</i>						
1.11	Install Neptune T-10 Water Meter & Ecoder Register Head	3,269	Each	\$ 70.00	\$ 228,830.00	
1.12	Install Neptune R-900 MIU (Outside)	3,269	Each	\$ 20.00	\$ 65,380.00	
1.13	Replace/Install New wire from meter to R-900	3,269	Each	\$ 2.00	\$ 6,538.00	
1.14	Perform Cross Connection Survey	3,269	Each	\$ 0.50	\$ 1,634.50	
1.15				<i>Subtotal – District 3:</i>	\$ 302,382.50	
1.16				Total: Residential Meter Installation	\$ 906,962.50	
2 Section 2 – Optional Pricing, Commercial Meter Installation						
2.1	Install 1" Neptune T-10 Meter & Ecoder Register	1	Each	No Bid		
2.2	Install 1 1/2" Neptune T-10 Meter & Ecoder Register	1	Each	"	"	
2.3	Install 2" Neptune T-10 Meter & Ecoder Register	1	Each	"	"	
2.4	Install 3" Neptune Compound Meter & Ecoder Registers	1	Each	"	"	
2.5	Install 4" Neptune Compound Meter & Ecoder Registers	1	Each	"	"	
2.6	Install 6" Neptune Compound Meter & Ecoder Registers	1	Each	"	"	
3 Section 3 – Meter Scrap Value						
3.1	Option "A" – Complete Units Returned to DPS	9805	Each	\$ -	\$ -	
3.2	Option "B" – Meters Recycled by Contractor, Credit to City	9805	Each	\$ 2.00	\$ 19,610.00	
4 Section 4 – Optional Pricing, Software & Training						
4.1	Neptune N_Sight Plus Software	1	Lump Sum	\$ 4,500.00	\$ 4,500.00	
4.2	User Licenses (if applicable)	1	Each	\$ 325.00	\$ 325.00	
4.3	Training	1	Each	\$ 2,500.00	\$ 2,500.00	
				<i>Subtotal – Section 4:</i>	\$ 7,325.00	
5 Section 5 – Additional Pricing						
5.1						
5.2						
5.3						
5.4						
5.5						
					Total Bid Amt. "Option A" (No Recycling Credit):	\$ 914,287.50
					Total Bid Amt. "Option B" (With Recycling Credit):	\$ 894,677.50

Mentioned in Memo



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHEAST MICHIGAN DISTRICT OFFICE



DAN WYANT
DIRECTOR

October 2, 2014

Mr. Timothy Young, Water and Sewer Supervisor
City of Madison Heights
300 West 13 Mile Road
Madison Heights, Michigan 48071

WSSN: 4000

SUBJECT: City of Madison Heights – Water System Sanitary Survey

This letter will confirm my visit with you on September 19, 2014, and summarize the subsequent review and discussion of the water supply facilities serving the City of Madison Heights. The purpose of this meeting was to evaluate the water system with respect to the requirements of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399). In addition, the enclosed Water System Review form was updated to gather information on the City of Madison Heights water supply system.

The following table summarizes our findings from our survey of the water system:

Survey Element	Findings
Source	Not applicable
Treatment	Not applicable
Distribution System	Recommendations made
Finished Water Storage	Not applicable
Pumps	Not applicable
Monitoring & Reporting	No deficiencies/recommendations
Management & Operations	Recommendations made
Operator Compliance	No deficiencies/recommendations
Security	No deficiencies/recommendations
Financial	No deficiencies/recommendations
Other	-

The following items need your immediate attention as they are requirements of Act 399 and the Rules promulgated pursuant to the Act:

1. Part 12, *Reliability*, Rule 1203, requires that the City establish certain requirements as part of the Reliability Study to maintain the reliability of the public water supply system to assure a continuous supply of water for drinking and household purposes. Please note that effective

December 4, 2009, Part 12 was revised to incorporate five year and 20 year projections, as well as additional basic information that must now be presented in the study. The minimum information which must be incorporated in this study includes the following:

- a) Basic planning data, including current population, number of service connections, and equivalent residential units.
- b) Sufficient water production and consumption data, to identify trends for both five year and 20 year planning periods, including the following elements:
 - i. The present and projected average daily demand.
 - ii. The present and projected maximum daily demand.
 - iii. The present and projected maximum hourly demand.
 - iv. The present and projected peak instantaneous demand for systems using
 - v. hydropneumatic storage.
 - vi. The present and projected fire flow demand.
 - vii. The basis of demand projections.
 - viii. Monthly and annual production totals for each source, including water purchased from another public water supply.
 - ix. Annual usage totals for water supplied to other public water supplies.
 - x. Annual usage totals for each customer class as determined by the public water supply.
- c) A water shortage response plan for emergencies.

Part 12, *Reliability*, Rule 1203, also requires that a water system's Reliability Study be updated every five years. Our records indicate that the most recent Reliability Study was completed in 2010. **Please keep this information in mind and be prepared to incorporate the additional requirements in your Reliability Study when it is next updated in 2015.**

2. Part 16, *General Plans*, was revised December 4, 2009, to include additional General Plan requirements. Per Rule 1604, a General Plan of the waterworks system must include a general layout of the water treatment system and distribution system, as well as the rated capacity of the waterworks system. Further, Rule 1605 requires distribution systems intended to provide fire protection to include a hydraulic analysis of the distribution system showing pressure contours under peak demands. These distribution systems must also include an inventory of water main by size, material, and age, as well as service area maps indicating service area boundaries. Additionally, according to Rule 1606, by January 1, 2016, publicly owned water supplies must include a Capital Improvements Plan that identifies water systems needs for five year and 20 year planning periods. **We ask that you incorporate the additional requirements as you update the City's General Plan; likely this will be done when you update your Reliability Study in 2015.**
3. Part 14, *Cross-Connections*, requires a water utility to develop a comprehensive control program for the elimination and prevention of all cross connections. We are pleased that the system submits the Cross-Connection Report annually and routinely inspects all commercial and industrial accounts. However, to fully comply with the rules, the City must include residential accounts in the program, as Part 14 does not differentiate between residential and other customer types. We suggest that residential customers who pose the greatest risk receive priority for inspections. Cross-connections most commonly found in residential settings include lawn irrigation/fertilization systems, water assisted sump pumps, in-ground pools and spas, private irrigation wells, water softeners and solar panels. Once a

Mentioned in Memo regarding residential cross connection control

residential customer has been identified as having a known or suspected cross-connection, they must be assigned a routine reinspection frequency and any testable assemblies must be tested in accordance with departmental guidelines. **We ask that residential inspections be phased into your cross-connection control program. Please respond in writing to this office on how the city intends to meet the residential program requirements for inspection and testing by November 21, 2014.**

If you have any questions, feel free to contact me by phone at 586-753-3774, by e-mail at islama@michigan.gov, or by mail at the address above.

Sincerely,



Abuzoha Islam
Environmental Engineer
Office of Drinking Water and Municipal Assistance
Southeast Michigan District Office

Enclosures

cc/enc: Mr. Jeff Mueller, City of Madison Heights
Mr. Joseph G. Vitali, City of Madison Heights
cc: Oakland County Health Division
Ms. Kris Donaldson, DEQ



E-CODER®
SOLID STATE ABSOLUTE ENCODER



The E-Coder® is Neptune’s high-resolution solid state absolute encoder register. The E-Coder features a custom integrated-circuit design that digitally encodes the rotation of the measuring chamber, providing “absolute” registration with no internal battery requirement. The E-Coder functions in two modes: E-Coder BASIC and E-CoderPLUS. The E-Coder BASIC mode functionality is the same as ProRead™ (ARB® VI), featuring programmability up to a 10-digit ID number, three user characters, and 3-6 digit meter reading. In addition to the meter reading, the E-Coder provides a visual readout on rate of flow every twelve seconds when the LCD display is activated. When connected to Neptune’s R900® or R450™ radio frequency MIUs, the E-Coder automatically operates in E-CoderPLUS mode, providing a high-resolution, 8-digit remote meter reading, and value-added features including leak, tamper, and reverse flow detection. True point-of-use leak detection is provided by monitoring a 24-hour period in fifteen-minute intervals. Tamper detection is provided by reverse flow detection and monitoring the number of days of zero flow over the previous 35 days.

The E-CoderPLUS features are communicated through the E-Coder protocol, allowing host software platforms to interpret the data and pass the information directly to billing packages, CIS screens, and operational and maintenance reports. The E-CoderPLUS features enhance customer service and improve operational efficiencies for water utilities.

The E-Coder is available in two different configurations – inside set meters and pit set meters. For inside set applications, the E-Coder is housed in our plastic encoder register housing with terminal screws. For pit set applications, the E-Coder is housed in a glass lens and copper can enclosure with factory-potted wire connections.

KEY FEATURES

- “Absolute” 9-digit meter reading on display
- Up to 8-digit remote meter reading
- Battery-free functionality
- Pit set version: roll-sealed copper shell and glass lens
- Inside set version: plastic enclosure
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display

KEY BENEFITS

- Enhanced “customer care”
 - Leak history/diagnostics
 - Proactive leak notification
- Increased operational efficiencies
 - Work order reduction for high water bill inquiries
 - Prioritization of meter maintenance
 - Drought management
 - Reduction of water loss through proactive notification of water leaks
- Tamper management
 - Identification and prioritization of potential tamper situations

* When connected to Neptune R900 or R450 RF MIUs.

WARRANTY

Neptune provides a 10-year limited warranty with respect to its E-Coder solid state absolute encoder register for performance, materials, and workmanship.



- Solar Panel **1**
 Date of Manufacture **2**
 LCD Display **3**

	<p>FLOW INDICATOR Shows the direction of flow through the meter: ON Water in use. OFF Water not in use. Flashing Water is running slowly. (-) Reverse flow. (+) Forward flow.</p>
	<p>LEAK INDICATOR Displays a possible leak: OFF No leak indicated. Flashing Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during the previous 24-hour period. On Continuously Indicates water use for all 96 15-minute intervals during the previous 24-hour period.</p>
<p>RATE</p>	<p>RATE OF FLOW Average flow rate is displayed every twelve (12) seconds on LCD display.</p>
	<p>LCD DISPLAY Nine-digit LCD displays the meter reading in billing units of measure: U.S. gallons, cubic feet, Imperial gallons, or cubic metres.</p> <p>1 E-Coder Basic Reading/Customary 6-digit remote reading 2 Customary sweep hand digits 3 E-CoderPLUS Reading (8-digit remote reading)</p>

- **Materials**
 - Inside Set Housing: polycarbonate
 - Pit Set Housing: copper shell and glass lens
 - Connecting wire: 3-lead #22 AWG
 - Remote receptacles: ABS, nylon, and polycarbonate
- **Distance**
 - A single register may be located with up to 500 feet (152 m) of wire from receptacle or MIU.
 - Two networked registers can be located with up to 300 feet (91m) of wire from receptacle or MIU.
- **Environmental Conditions**
 - Operating temperature: 15°F to 149°F (-10°C to 65°C)
 - Storage temperature: -40°F to 158°F (-40°C to 70°C)
 - Operating humidity: 0 to 100% (pit version)
- **Register**
 - Warranty: 10 years

- **Sizes**
 - Available for all sizes and makes of current Neptune meters
- **Electronic Accessory Equipment**
 - R900 Wall and Pit RF MIUs
 - R450 Wall and Pit RF MIUs
- **Data Collection Systems**
 - Pocket ProReader
 - Advantage
 - CE5320
 - MRX920™
 - R900® Gateways
- **Units of Measure**
 - US Gallons, Cubic Feet, Imperial Gallons, Cubic Metres
- 9-digit local registration
- 8-digit remote registration
- 4-8 digits can be communicated for billing

Neptune Technology Group Inc.
 1600 Alabama Highway 229
 Tallahassee, AL 36078
 USA
 Tel: (800) 633-8754
 Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
 7275 West Credit Avenue
 Mississauga, Ontario
 L5N 5M9
 Canada
 Tel: (905) 858-4211
 Fax: (905) 858-0428

Neptune Technology Group Inc.
 Ejército Nacional No. 418
 Piso 12, Desp. 1201-1202
 Col. Chapultepec Morales
 Delegación Miguel Hidalgo
 11570 México, Distrito Federal
 Tel: (525) 55203 5294 / (525) 55203 5708
 Fax: (525) 55203 6503

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Special Council Meeting
Madison Heights City Council
Madison Heights, Michigan
May 8, 2017

A Special Meeting of the Madison Heights City Council was held on Monday, May 8 2017, at 6:30 p.m. in the Council Chambers of the Municipal Building at 300 W. 13 Mile Road, Madison Heights, Michigan.

Present: Mayor Hartwell, Mayor Pro Tem Bliss, Councilmembers Corbett, Clark, Gettings, Scott and Soltis. City Manager Myers, City Attorney Sherman, City Clerk Printz.

Also Present: Special Labor Counsel Shifman, Human Resources Director Misczak – left the meeting at 7:07 p.m.
Special Environmental Counsel Thomas, Assistant City Attorney Sherman, Community Development Director Schafer, Department of Public Services Director Vitali – entered the meeting at 7:07 p.m.

CM-17-118. Meeting Open to the Public.

No members of the public were present to speak.

CM-17-119. Executive Closed Meeting.

Mayor Hartwell requested a motion to move to an Executive Closed Meeting at 6:30 p.m.

Motion by Councilman Corbett, seconded by Councilman Gettings, to move to an Executive Closed Meeting to discuss labor negotiations and pending litigation, not subject to disclosure under Section 8 of the Open Meetings Act.

Roll Call Vote:

Yeas: Clark, Corbett, Gettings, Scott, Soltis, Bliss, and Hartwell.

Nays: None

Motion Carried

Special Labor Counsel Shifman updated City Council on the status of labor negotiations in the City's bargaining units. It was the consensus to move forward in negotiations.

Special Environmental Counsel Thomas and Assistant City Attorney Shifman updated City Council on the status of pending litigation. It was the consensus

to have Special Environmental Counsel Thomas handle all inquiries regarding the matter.

CM-17-120. Adjournment.

There being no further business, the Special Meeting was adjourned 7:29 p.m.

Brian C. Hartwell
Mayor

Cheryl E. Printz
City Clerk

Regular Meeting
Madison Heights City Council
Madison Heights, Michigan
May 8, 2017

A Regular Meeting of the Madison Heights City Council was held on Monday, May 8, 2017 at 7:30 p.m. in the Municipal Building at 300 West Thirteen Mile Road, Madison Heights, Michigan.

Present: Mayor Hartwell, Mayor Pro Tem Bliss, Councilmembers Clark, Corbett, Gettings, Scott, and Soltis. City Manager Myers, City Attorney Sherman, and City Clerk Printz.

Absent: None.

The invocation was offered by Councilwoman Scott and was followed by the Pledge of Allegiance to the Flag.

CM-17-121. National Public Works Week Proclamation.

City Manager Myers read the following proclamation into the record:

National Public Works Week Proclamation

WHEREAS, the public works services provided in our community are an essential part of our citizens' everyday lives; and,

WHEREAS, informed citizenry is vital to the efficient operation of public works systems and programs such as water distribution, sewer maintenance, storm water management, streets and highways, public buildings, fleet maintenance, parks, recreation and solid waste collection; and,

WHEREAS, the health, safety and comfort of our community greatly depends on these facilities and services; and,

WHEREAS, the quality and effectiveness of these facilities and services, as well as their planning, design, and implementation, are vitally dependent upon the efforts and skill of our Department of Public Services employees; and,

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the peoples' attitude toward and understanding of the importance of the work they perform.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of

Madison Heights does hereby proclaim the week of

MAY 21-27, 2017
NATIONAL PUBLIC WORKS WEEK

and calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that our public services employees make every day to our health, safety, comfort, and quality of life.

On behalf of City Council, Mayor Hartwell presented Department of Public Services Director Vitali with the proclamation.

CM-17-122. Fiscal Year 2018 Budget Resolution and Tax Levy.

Mayor Hartwell opened a public hearing at 7:40 p.m. to hear comments on the FY 2017-18 Proposed Budget to appropriate funds, levy the property tax, and approve the related fee adjustments. There being no comments from the audience, the public hearing was closed at 7:41 p.m.

Motion by Councilman Corbett, seconded by Councilwoman Scott, to approve the FY 2018 Budget Resolution and Tax Levy as follows:

FY 2018 Budget Resolution

A RESOLUTION TO ADOPT A BUDGET FOR MUNICIPAL PURPOSES FOR THE CITY OF MADISON HEIGHTS FOR THE FISCAL YEAR 2017-18 TO APPROPRIATE FUNDS FOR SAID PURPOSES AND TO PROVIDE FOR A LEVY OF TAXES FOR SAID BUDGET APPROPRIATIONS

WHEREAS, in accordance with Section 8.4 of the Charter of the City of Madison Heights, it is provided that the City Council shall adopt a budget for the fiscal year, appropriate funds for said purposes and provide for a levy of taxes for said Budget appropriations; and,

WHEREAS, on May 8, 2017, a public hearing was held in accordance with Section 8.3 of the Charter of the City of Madison Heights, and the statutes of the State of Michigan for the fiscal year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Budget hereto as Exhibit "A" is hereby adopted.

2. That the amounts set forth in said Budget are hereby appropriated for the purposes stated therein.
3. That 25.2632 mills per \$1,000 State Taxable Valuation on the real and personal property in the City of Madison Heights be levied to provide funds for said Budget for municipal purposes:

General Operating	10.0000
Neighborhood Road Improvements	2.0000
Vehicle Replacement	0.2500
Advanced Life Support	0.2500
Solid Waste	2.6457
Senior Citizens	0.4751
Police & Fire Pension	6.9586
Fire Stations Debt Obligation	0.5276
Library	1.0000
Chapter 20 Drain Debt	<u>1.1562</u>
Total	25.2632

4. That the City of Madison Heights approves the imposition, by the City Treasurer, of a one percent (1%) property tax administration fee for all property taxes levied in Fiscal Year 2018 and for the imposition of a late penalty charged, when applicable, in accordance with Public Act 1982, specifically Michigan Compiled Laws, Section 211.44(7).
5. That the City of Madison Heights approves the levying of taxes to cover the necessary expenses for the operation of the Police and Fire Pension System.
6. That the City of Madison Heights assigns the authority to the City Manager and/or Deputy City Manager for Administrative Services to assign amounts for fund balance to be used for a specific purposes.
7. That the City of Madison Heights approves and establishes Water, Sewer and Stormwater Charges set forth in the attached fee schedule.
8. That the City of Madison Heights approves the levying of taxes to cover the necessary expenses for principal and interest for the Chapter 20 Drain Debt Obligations.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to make budgetary transfers within the appropriation centers established throughout the Budget, and all transfers between appropriations may be made only by further action of the Council, pursuant to the provisions of the Michigan Uniform Accounting and Budget Act.

EXHIBIT "A"
CITY OF MADISON HEIGHTS
ADOPTED BUDGET RESOLUTION – FISCAL YEAR 2018

EXPENDITURES			REVENUES	
GENERAL FUND				
General Government	\$ 5,943,971		Property Taxes and Fees	\$ 17,159,281
Public Safety	15,348,987		Intergovernmental Revenues	4,018,989
Community Services	3,243,892		Other	5,836,210
Culture and Recreation	1,766,319		Use of Fund Balance	326,585
Community Development	1,037,896			
TOTAL	<u>\$ 27,341,065</u>			<u>\$ 27,341,065</u>
MAJOR STREET FUND				
Program Expenditures	\$ 1,984,487		Intergovernmental Revenues	\$ 1,987,466
			Other	-
			Use of Fund Balance	(2,979)
	<u>\$ 1,984,487</u>			<u>\$ 1,984,487</u>
LOCAL STREET FUND				
Program Expenditures	\$ 2,695,088		Property Taxes	\$ 1,534,741
			Intergovernmental Revenues	804,547
			Other	35,000
			Use of Fund Balance	320,800
	<u>\$ 2,695,088</u>			<u>\$ 2,695,088</u>
PARKS MAINTENANCE & IMPROVEMENT FUND				
Program Expenditures	\$ 36,518		Other	\$ 18,213
			Use of Fund Balance	18,305
	<u>\$ 36,518</u>			<u>\$ 36,518</u>
DOWNTOWN DEVELOPMENT AUTHORITY				
Program Expenditures	\$ 52,039		Property Taxes	\$ 52,039
			Use of Fund Balance	-
	<u>\$ 52,039</u>			<u>\$ 52,039</u>
DRUG FORFEITURE FUND				
Program Expenditures	\$ 49,575		Intergovernmental Revenues	\$ 40,750
			Other	350
			Use of Fund Balance	8,475
	<u>\$ 49,575</u>			<u>\$ 49,575</u>

	COMMUNITY IMPROVEMENT FUND			
Program Expenditures	\$ 103,110		Intergovernmental Revenues	\$ 107,118
			Use of Fund Balance	(4,008)
	<u>\$ 103,110</u>			<u>\$ 103,110</u>
	SPECIAL ASSESSMENT REVOLVING			
Program Expenditures	\$ 254,922		Other	\$ 146,400
			Use of Fund Balance	108,522
	<u>\$ 254,922</u>			<u>\$ 254,922</u>
	FIRE STATIONS BONDS			
Program Expenditures	\$ 428,059		Property Taxes	\$ 417,188
			Use of Fund Balance	10,871
	<u>\$ 428,059</u>			<u>\$ 428,059</u>
	WATER AND SEWER FUND			
Program Expenditures	\$ 14,495,113		Sales to Customers	\$ 11,212,510
			Other	983,603
			Use of Retained Earnings	2,299,000
	<u>\$ 14,495,113</u>			<u>\$ 14,495,113</u>
	MOTOR AND EQUIPMENT POOL			
Program Expenditures	\$ 955,633		Other	\$ 955,633
	<u>\$ 955,633</u>			<u>\$ 955,633</u>
	DEPARTMENT OF PUBLIC SERVICES			
Program Expenditures	\$ 2,049,341		Other	\$ 2,049,341
	<u>\$ 2,049,341</u>			<u>\$ 2,049,341</u>
	CHAPTER 20 DRAIN DEBT SERVICE			
Program Expenditures	\$ 887,260		Property Taxes	\$ 887,260
			Use of Fund Balance	-
	<u>\$ 887,260</u>			<u>\$ 887,260</u>

FY 2018 Fee Schedule

The FY 2018 City of Madison Heights Fee Schedule will be effective July 1, 2017 unless otherwise noted. The entire schedule will be adopted with the Budget Policy document. Revisions from the FY 2017 schedule are listed below and can occur throughout the year on various dates which will be listed below:

SUMMARY OF REVISIONS:

Section 1. Community Development Department Services
No changes

Section 2 City Clerk Services
No changes

Section 3 Water and Sewer
Effective for bills on or after July 1, 2017:

- Stormwater change from \$5.17 per ERU per bill to \$11.37 per ERU per quarter for residential and 3.79 per ERU per month for business
- Eliminate the \$3.00 meter fee from all accounts
- Eliminate the service charge fee from all commercial and industrial accounts
- Decrease water rate from \$3.39 per unit to \$3.04 per unit
- Decrease sewer rate from \$3.83 per unit to \$3.44 per unit
- Updated frozen meter fee to reflect the City's cost
- Increased fire detector meter fee to reflect cost of materials
- Eliminate Reconnect Fee
- Increased and separated the Disconnect fee (3/4"-2"; 3"-6") to reflect contractual labor

Section 4 Treasury and Assessing Services
No changes

Section 5 Library Services
No changes

Section 6 Fire Services
Effective for bills on or after July 1, 2017:

Based on changes in insurance reimbursement rates

- ALS Non-Emergency current \$410 will decrease to \$400
- ALS II Emergency current \$710 will increase to \$950

- BLS Non-Emergency current \$410 will decrease to \$400
- BLS Emergency current \$410 will increase to \$550
- Mileage current \$13.50 per mile will increase to \$14.00 per mile

Section 7. Police Services

Revisions:

- January 9, 2017 – False Alarm Fees adjusted by City Council

Section 8. Department of Public Services
No Changes

Section 9. Parks and Recreation
No Changes

Section 10. Senior Citizens Services

Revisions:

- February 28, 2017 – Department Head adjusted cancellation fee from \$3 to \$5 for trips where the trip vendor has already been paid effective April 1, 2017

Section 11. General Government

Revisions:

- February 28, 2017 – Department Head adjusted garbage bags from \$16 to \$18 per box based on City costs effective July 1, 2017.

CM-17-123. Meeting Open to the Public.

Special Environmental Counsel Hugh Thomas read the City’s official press release pertaining to Madison Heights closing the SOCCRA facility located within the City due to immediate hazards.

Gloria Moore, 27368 Dartmouth, stated the SOCCRA news was a bit startling. Ms. Moore continued that the Friends of the Madison Heights Area Senior Citizens will have a meeting on Tuesday, May 16, 2017 at 7:00 p.m. at Wilkinson Middle School. All are welcome. She also gave her opinion that the K-mart property should be developed with smaller shops.

Al Morrison, 26668 Townley, thanked the City Council for its hard work and noted that he believes the City is moving in the right direction. He also gave information on the Madison District’s K2C initiative which establishes a Children’s Savings Account (CSA) in the name of every Madison Elementary student with an initial investment of \$100. Families then have the opportunity to contribute to the fund as they would like. Upon graduation, the students are given a check to use toward college tuition or career training.

Jim Capizzo, 863 Venoy, asked who owns the SOCCRA site. City Manager Myers answered that SOCCRA owns the site and Mr. Thomas explained that SOCCRA is a State created government authority made up of twelve communities. Mr. Thomas also stated that Madison Heights is not a member of SOCCRA.

Roslyn Grafstein, 29637 Spoon, inquired who issued the violations to SOCCRA. Mr. Thomas replied that SOCCRA was issued violations by the City due to violations of City ordinances based on the Dangerous and Unsafe Building and the Fire Prevention and Protection ordinances. He added that the City is authorized by State law to administer safety at the site. Mr. Thomas continued that ultimately, a judge will make the final decision on whether or not the City has this authority and he noted that there are a myriad of issues that would be required to be addressed by SOCCRA in order for the site to be in compliance with City codes. In response to Ms. Grafstein's question on when the last time the City inspected the SOCCRA site, Mr. Thomas stated that was in August 2014. Mr. Thomas stated that at that time, the City issued a Notice of Violation and demanded a structural analysis of the building and stacks. SOCCRA resisted this demand because at that time, they had no plans to use the building.

CM-17-124. Welcoming Cities Resolution.

Motion by Councilman Corbett, seconded by Councilman Soltis, to adopt the Welcoming City Resolution as follows:

Welcoming City Resolution

WHEREAS, the City of Madison Heights, Michigan believes in the innate dignity of all people; and,

WHEREAS, The City of Madison Heights acknowledges, honors, and values our immigrant and migrant roots, and embraces the values of family, faith, and hard work; and,

WHEREAS, the City of Madison Heights celebrates diversity and recognizes that invaluable contributions to our social, religious, cultural, and economic landscape have come from a wide variety of racial and ethnic backgrounds; and,

WHEREAS, the City of Madison Heights, and the southeastern Michigan region as a whole, has long been home to immigrants from around the world, who

come seeking opportunity, stability, prosperity, and a better life for their families; and,

WHEREAS, the City of Madison Heights has long been recognized as a hospitable and welcoming place, where people, families, and institutions thrive and the contributions of all are celebrated and valued; and,

WHEREAS, as evidenced by our publicly supported Multicultural Relations Advisory Board, the City of Madison Heights is committed to being a diverse, inclusive, and global city; and,

WHEREAS, recent events on the national stage demand that people and communities of conscience speak out in defense of, and reaffirm their commitment to, this most basic American value; and,

WHEREAS, the City of Madison Heights will continue to provide a neighborly and welcoming atmosphere, where all are respected and accepted; and,

WHEREAS, the Welcoming Madison Heights initiative aims to build cooperation, respect, and compassion among all in our city, including immigrants and non-immigrants alike; endeavors to create an atmosphere in which immigrants and refugees have increased opportunities to integrate into the social fabric of their adopted hometowns; and seeks to embrace diversity while supporting and retaining unique cultural identities; and,

WHEREAS, the City of Madison Heights commits to promote inclusion within the local government and the broader community.

NOW, THEREFORE BE IT RESOLVED by the Madison Heights Mayor and City Council, that the City of Madison Heights is affirmed as a place where all foreign-born and native-born Americans can live, work, and play together, share in each other's customs and ideals, and appreciate and promote cultural diversity.

FURTHER, BE IT RESOLVED, that by approving this Resolution, the Madison Heights Mayor and City Council are NOT declaring the City Madison Heights to be a "Sanctuary City".

FURTHER, BE IT RESOLVED that the intent of this Resolution is not to condone illegal immigration or to promote the circumvention of requirements relative to obtaining and updating a U.S. Visa or Permanent Resident ("Green") Card.

FINALLY, BE IT RESOLVED that City Council expresses its appreciation of and respect for those who came to this country through legal means, endured lengthy processes, and worked hard to become U.S. citizens. City Council encourages all Visa holders who wish to remain in the U.S. to keep their Visas current.

Yeas: Bliss, Clark, Corbett, Gettings, Scott, Soltis, Hartwell
Nays: None

Motion Carried

CM-17-125. 2018-2020 Cooperative Agreement – Oakland County Urban County Community Development Block Grant Agreement and Resolution.

Motion by Councilman Corbett, seconded by Councilman Clark, to approve the following Community Development Block Grant Program Resolution, authorize the Mayor to sign the Cooperative Agreement, and have the City Clerk sign and certify the resolution to participate in the Oakland County CDBG Program for program years 2018-2020:

**Community Development Block Grant (CDBG) Program
Oakland County, Michigan
Urban County Qualification 2018-2020**

We resolve to opt into Oakland County's Urban County Community Development Block Grant (CDBG) programs for the years 2018, 2019 and 2020. Furthermore, we resolve to remain in Oakland County's Urban County Community Development programs, which shall be automatically renewed in successive three-year qualification periods of time, or until such time that it is in the best interest of the local Community to terminate the Cooperative Agreement.

Yeas: Bliss, Clark, Corbett, Gettings, Scott, Soltis, Hartwell
Nays: None

Motion Carried

CM-17-126. 2017 Summer Maintenance Agreement – Road Commission for Oakland County.

Motion by Mayor Pro Tem Bliss, seconded by Councilwoman Scott, to approve the 2017 Summer Maintenance Agreement with the Road Commission for Oakland County and authorize the Mayor and City Clerk to sign on behalf of

the City.

Yeas: Corbett, Gettings, Scott, Soltis, Bliss, Clark, Hartwell

Nays: None

Motion Carried

CM-17-127. Minutes.

Motion by Councilman Clark, seconded by Councilman Corbett, to adopt the minutes of the Regular City Council Meeting of April 24, 2017 with the following correction:

P.17 should read:

CM-17-111. Closed Executive Session.

Motion by Councilman Corbett, seconded by Mayor Pro Tem Bliss, to move to Closed Executive Session to discuss ~~pending litigation~~ *a legal opinion* which is exempt from the Open Meetings Act.

Yeas: Gettings, Scott, Soltis, Bliss, Clark, Corbett, Hartwell

Nays: None

Motion Carried

Motion by Councilman Corbett, seconded by Councilman Clark, to adopt the minutes of the Special City Council Meeting of April 26, 2017 as printed.

Yeas: Gettings, Scott, Soltis, Bliss, Clark, Corbett, Hartwell

Nays: None

Motion Carried

CM-17-128. Appointment to the Crime Commission.

Motion by Councilman Corbett, seconded by Councilwoman Scott, to confirm the Mayor's appointment of Deliza Lee and Janice Nikitin to the Alternate positions on the Crime Commission with terms to expire 05-06-19.

Yeas: Soltis, Bliss, Clark, Corbett, Gettings, Scott, Hartwell

Nays: None

Motion Carried

CM-17-129. Appointment to the Parks and Recreation Advisory Board.

Motion by Councilman Corbett, seconded by Councilman Gettings, to confirm the Mayor's appointment of Erica Bednarski-Smith to the Alternate position on the Parks and Recreation Advisory Board with a term to expire 04-15-18.

Yeas: Soltis, Bliss, Clark, Corbett, Gettings, Scott, Hartwell
Nays: None

Motion Carried

CM-17-130. Appointment to the Historical Commission.

Motion by Councilwoman Scott, seconded by Councilman Corbett, to appoint Deliza Lee to the Historical Commission with a term to expire 02-28-19.

Yeas: Soltis, Bliss, Clark, Corbett, Gettings, Scott, Hartwell
Nays: None

Motion Carried

CM-17-131. Re-Appointment to the Brownfield Redevelopment Authority/Downtown Development Authority.

Motion by Councilman Corbett, seconded by Councilwoman Scott, to confirm the Mayor's re-appointment of Rickey Busler to the Brownfield Redevelopment Authority/Downtown Development Authority with a term to expire 06-19-21.

Yeas: Scott, Soltis, Bliss, Clark, Corbett, Gettings, Hartwell
Nays: None

Motion Carried

CM-17-132. Mayor and Council - Comments.

Councilman Corbett stated there will be Council office hours at the Library this Friday from 1 p.m. – 3 p.m., no appointment is necessary. He reminded the residents that there would be free wood chipping available this week and asked DPS Director Vitali to provide the details of the program. Mr. Vitali noted that wood chipping would be provided as part of the regular trash pickup schedule and he asked that the branches be stacked neatly in the Right-of-Way, with the ends toward the road. City Manager Myers added that this program is

associated with this year's Spring Clean-Up Day this Saturday, May 13th, from 8:00 a.m. until noon, at the DPS facility on Ajax. You can bring your household debris, including those things that cannot be taken to the curb including concrete, stumps, and rootballs. Household hazardous waste, e-waste, or contractor debris, however, will not be accepted.

Mayor Pro Tem Bliss encouraged the residents to read the City's official statement on the SOCCRA site and stated that if there are any questions, they should be directed to Special Environmental Counsel Thomas.

Councilman Gettings had no comments this evening.

City Attorney Sherman stated that he thought Councilwoman Scott's invocation was beautiful given that this Sunday is Mother's Day. He thanked Special Environmental Counsel Hugh Thomas for attending the meeting this evening.

City Manager Myers had no comments this evening.

Councilman Clark echoed the thoughts on Special Environmental Counsel Hugh Thomas and thanked him for his presence at tonight's meeting.

Councilwoman Scott stated that while so many of us have lost our mothers, Mother's Day can be poignant and hard to get through, but she advised that we look at the good times and great memories we have of our moms.

Councilman Soltis had no comments this evening.

Mayor Hartwell thanked Special Environmental Counsel Hugh Thomas for being present this evening and for his work on the SOCCRA issue. He also thanked staff for their work on the budget, noting that this evening; City Council set a path for the next twelve months for all of our budget and policy priorities.

CM-17-133. Adjournment.

There being no further business, the meeting was adjourned at 8:14 p.m.

Brian C. Hartwell
Mayor

Cheryl E. Printz
City Clerk