



A G E N D A

CITY COMMISSION MEETING

Monday, May 19, 2014

7:00 PM

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. Announcements, Acknowledgments and Communications and Reports.
5. Adoption of Agenda.
6. Public Participation.
7. Administrative Response to Issues or Questions Raised During Previous Meetings.
8. Approval of Minutes.
9. General Business.
 - 9-A – Introduction and First Reading of an Amendment to Ordinance 15.0158, of Article 15: Administration and Enforcement, of the Zoning Ordinance.
 - 9-B – Request Approval of Interim Utilities Director Independent Contractor Agreement.
 - 9-C – Request City Commission Approval of the Solid Waste Disposal Agreement between the City of Mount Clemens and Waste Management.
 - 9-D – Adoption of the Budget Appropriations Resolution and the Millage Rates.
 - 9-E – Adoption of the Resolution Revising Water Rates.
 - 9-F – Adoption of the Resolution Revising Wastewater Rates.
 - 9-G – Approve Purchases and Payment of Invoices.

10. Consent Agenda.

11. City Manager's Report.

12. Commissioners' Comments.

13. Closed Session.

To Consider Attorney-Client Privilege Material Exempt from Discussion or Disclosure by State or Federal Statute Pursuant to Section 8(h) of the Open Meetings Act (Act 267 of 1976).

14. Adjournment.

The City of Mount Clemens will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon one week-notice to the City of Mount Clemens. Individuals with disabilities requiring auxiliary aids should contact the City of Mount Clemens by writing or calling the following:

City Clerk's Office
One Crocker Boulevard
Mount Clemens, Michigan 48043
586.469.6818, Extension 310
911 - TDD

EXPLANATION OF AGENDA – May 19, 2014

Administrative Response to Issues or Questions Raised During Previous Meetings

1. Humane Pet Acquisition Proposal

After reviewing the matter with the City Attorney, Administration does not plan to propose an ordinance amendment prohibiting the retail sale of pets. Individuals interested in this issue are encouraged to contact their state legislators.

CITY COMMISSION MEETING

County of Macomb
State of Michigan

April 28, 2014
Commission Chambers

A special meeting of the Mount Clemens City Commission was held on Monday, April 28, 2014, at 6:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at the meeting were Mayor Barb Dempsey and Commissioners Gary Blash, Roger Bunton, Ronald Campbell, Lois Hill, Denise Mentzer and Joe Rheker. Also in attendance were Robert Bruner, Jr., Interim City Manager; Michael Murray, City Attorney; and Lynne Kennedy, City Clerk.

Mayor Dempsey called the meeting to order and the Pledge of Allegiance was recited.

ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 4.

Commissioner Bunton made a motion, supported by Commissioner Mentzer, to adopt the agenda as presented. The motion passed unanimously.

PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 5.

CONTINUED DISCUSSION REGARDING THE PROPOSED 2014/2015 BUDGET WAS CONDUCTED, ITEM 6A.

CONTINUED DISCUSSION REGARDING CITY MANAGER SELECTION WAS CONDUCTED, ITEMS 6B.

Commissioner Rheker made a motion, supported by Commissioner Blash, to schedule a special meeting for May 12, 2014, to discuss Mr. Bruner's interest in the City Manager position, as well as his contract requirements. The motion passed unanimously.

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 7.

Commissioner Blash made a motion, supported by Commissioner Bunton, to adjourn the meeting. The motion passed unanimously.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Barb Dempsey, Mayor

Lynne Kennedy, City Clerk

April 28, 2014

CITY COMMISSION MEETING

County of Macomb
State of Michigan

May 5, 2014
Commission Chambers

A regular meeting of the Mount Clemens City Commission was held on Monday, May 5, 2014, at 7:00 p.m. The meeting was held in the Commission Chambers of the Municipal Building, One Crocker Boulevard, Mount Clemens, Michigan. Present at this meeting were Mayor Pro-Tem Gary Blash, and Commissioners Roger Bunton, Ronald Campbell, Lois Hill, and Denise Mentzer. Mayor Barb Dempsey and Commissioner Joseph Rheker were absent. Also in attendance were Robert Bruner Jr., Interim City Manager; Michael Murray, City Attorney; and Lisa Borgacz, Deputy City Clerk.

The meeting was called to order at 7:00 p.m.

Commissioner Mentzer made a motion, supported by Commissioner Bunton, to excuse Mayor Dempsey and Commissioner Rheker from the meeting. The motion passed unanimously.

ANNOUNCEMENTS, ACKNOWLEDGEMENTS, COMMUNICATIONS AND REPORTS WERE ADDRESSED, ITEM 4.

THE ADOPTION OF THE AGENDA WAS CONSIDERED, ITEM 5.

Commissioner Bunton made a motion, supported by Commissioner Mentzer, to adopt the agenda as presented. The motion passed unanimously.

PUBLIC PARTICIPATION WAS CONDUCTED, ITEM 6.

ADMINISTRATIVE RESPONSE TO ISSUES OR QUESTIONS RAISED DURING PREVIOUS MEETINGS WERE RECEIVED, ITEM 7.

APPROVAL OF MINUTES WAS CONSIDERED, ITEM 8.

Commissioner Bunton made a motion, supported by Commissioner Mentzer, to approve the minutes of the regular City Commission meeting of April 21, 2014, as presented. The motion passed unanimously.

PUBLIC HEARING TO CONSIDER THE 2014-2015 FISCAL YEAR BUDGET FOR THE CITY OF MOUNT CLEMENS AND THE HEADLEE MILLAGE RATES WAS CONSIDERED, ITEM 9-A.

Commissioner Bunton made a motion, supported by Commissioner Hill, to open the public hearing to consider the 2014-2015 fiscal year proposed budgets and the Headlee Millage Rates. The motion passed unanimously.

Public comments were received by:

Gloria Haller, 260 Cass Avenue

May 5, 2014

Commissioner Hill made a motion, supported by Commissioner Bunton, to close the public hearing to consider the 2014-2015 fiscal year proposed budgets and the Headlee Millage Rates. The motion passed unanimously.

APPROVAL OF PURCHASES AND THE PAYMENT OF INVOICES WERE CONSIDERED, ITEM 9-B.

Commissioner Hill made a motion, supported by Commissioner Bunton, to approve the purchases and payments of invoices as presented. The motion passed unanimously.

THE CONSENT AGENDA WAS CONSIDERED, ITEM 10.

Commissioner Campbell made a motion, supported by Commissioner Hill, to approve the consent agenda as presented:

In Item 10-A, the request to adopt the resolution granting the transfer of Certificate 117-2007 (New Personal Property Tax Abatement under PA 328 of 1998) from E.I. Dupont, Inc., to Axalta Coating Systems LLC, was approved. The Exemption Certificate will remain in force for the remaining years approved under PA 328 Exemption Certificate 117-2007 with an end date of December 30, 2017.

In Item 10-B, the request from First United Methodist Church to hold its Church Picnic at Kenneth D. Kirkum Memorial Park on Sunday, June 29, 2014, from 1:00 p.m. to 4:00 p.m., including the use of the Wilson Gym building facilities, was approved.

In Item 10-C, the request to hold the 5th Annual American Cancer Society Making Strides Against Breast Cancer Macomb County Community Event on Saturday, October 18, 2014, including the closure and use of the City Hall Parking Lot from 5:00 p.m. on October 17, 2014 through October 18, 2014 was approved.

The motion passed unanimously.

THE CITY MANAGER'S REPORT WAS GIVEN, ITEM 11.

COMMISSIONERS' COMMENTS WERE RECEIVED, ITEM 12.

CLOSED SESSION WAS CONDUCTED, ITEM 13.

Commissioner Bunton made a motion, supported by Commissioner Hill, to enter into Closed Session to consider Attorney-Client Privilege Material Exempt from Discussion or Disclosure by State or Federal Statute Pursuant to Section 8(h) of the Open Meetings Act (Act 267 of 1976) at 7:52 p.m. The motion passed unanimously.

Commissioner Bunton made a motion, supported by Commissioner Hill, to adjourn from Closed Session and return to Regular Meeting at 8:19 p.m. The motion passed unanimously.

Commissioner Bunton made a motion, supported by Commissioner Mentzer, to adjourn the meeting. The motion passed unanimously.

The meeting was adjourned at 8:21 p.m.

May 5, 2014

Respectfully submitted,

Gary R. Blash, Mayor Pro-Tempore

Lisa Borgacz, Deputy City Clerk

May 5, 2014

EXPLANATION OF AGENDA – May 19, 2014

Agenda Item No. 9-A

Introduction and First Reading of an Amendment to Ordinance 15.0158, of Article 15: Administration and Enforcement, of the Zoning Ordinance

In order to protect public health, safety and welfare, Administration is recommending that all taxes, fees and other sums due, shall be fully paid prior to approval for persons or entities seeking approval of permits, licenses, variances, zoning requests, and other requested approvals by the City, Planning Commission and/or Zoning Board of Appeals.

Therefore, Administration proposes amending Ordinance 15.0158, Sec. 15.8, entitled Fees, of the City's Zoning Ordinance to add language mandating the foregoing.

SUBMITTED BY: Michael J. Murray, City Attorney

RECOMMENDED MOTION: Approve the introduction and first reading of an Amendment to the Section 15.0158, Sec. 15.8 of the City's Zoning Ordinance, and set June 2, 2014, as the date for the second reading and adoption.

AMENDMENT TO 15.0158, OF ARTICLE 15: ADMINISTRATION AND ENFORCEMENT, OF THE ZONING ORDINANCE CITY OF MOUNT CLEMENS, MACOMB COUNTY, MICHIGAN

Section 15.0158 Sec. 15.8, is hereby amended and shall not read as follows:

15.0158 Sec. 15.8 FEES.

The City Commission shall establish, by resolution, fees for each of the following:

A. **INSPECTION AND CERTIFICATION.** Fees for inspections and the issuance of permits or certificates, or copies thereof, required or issued under the provisions of this Ordinance shall be collected by the City Treasurer in advance of the issuance of such permits or certificates.

B. **APPEALS.** Any person appealing under Article 14 of this Ordinance in all cases shall pay the established fixed fee, plus such additional fees as may be deemed reasonable by the City Commission for expert services necessary to render a proper decision.

C. **REVIEWS.** Fees for the review of site plans, special approval uses or other matters requiring City Commission, Planning Commission or the Zoning Board of Appeals review, under the terms of this Ordinance, shall be paid to cover the cost of such reviews, including notice, publication, delivery, administration and professional services.

D. **REZONINGS.** Any petition for the rezoning of land requiring an amendment of the City of Mount Clemens Zoning Ordinance shall be accompanied by a fee payable by the petitioner. Said fee shall be utilized to defray all costs, including necessary expert opinions in conjunction with the legislative review of the petition.

E. **OTHER.** Fees for special resolutions pertaining to any matter relevant to this Ordinance or for the cost of special meetings of the City Commission, Planning Commission or the Zoning Board of Appeals shall be paid by the recipient or applicant prior to said resolution or meeting.

F. **WAIVERS.** The City Commission may waive payment of any fees established by resolution when it finds that the necessity for an appeal, variance and/or rezoning is the result of an error or omission by the City Commission in enactment of this Ordinance.

G. APPROVAL DISALLOWED FOR NON-PAYMENT.

(a) The City shall not approve any license, permit, variance, rezoning request or take any other municipal action of approval, unless the person or entity so requesting does not have any outstanding overdue payments to the City.

(b) Overdue payments defined. Overdue payments shall mean monies, whether disputed or otherwise, which are determined by the City to be overdue and owing, including by way of illustration only, real and personal property taxes, jeopardy assessments, permit fees, charges, contract balances, required deposits, required bonds, inspection fees or any other outstanding financial obligation.

(c) City defined. The term City shall mean the City, Zoning Board of Appeals, Planning Commission, all committees, commissions, boards, departments and employees.

(d) Appeal. A person aggrieved by a determination pursuant to this provision may appeal such claim to the Treasurer of the City in writing. The Treasurer shall make a determination on such appeal as to whether an issue of non-payment exists within fourteen (14) days after receipt of such appeal.

EXPLANATION OF AGENDA – May 19, 2014

Agenda Item No. 9-B

Request Approval of Interim Utilities Director Independent Contractor Agreement

The City posted the Utilities Director position and received only eight applications. None of the applicants possess all four or even three of the certifications and licenses required, and only one possesses two. However, some applicants may be able to obtain all four of the certifications and licenses within one year.

Many of you know this history of our water and sewage disposal systems better than I do so I will not attempt to describe it here. Suffice it to say, documents in the City Manager's Office indicate the City and County have been evaluating the feasibility of jointly using the wastewater treatment plant since 2002. The City of Detroit's bankruptcy filing has reinvigorated suburban interest in alternative water and sewage disposal services. Macomb County officials recently visited our water and sewage disposal plants again. However, the County's interest seems to be long-term rather than short-term. Unfortunately, I fear the City may not have time to wait for a regional solution. It recently came to my attention that the water plant needs unbudgeted roof repairs and I recently approved an emergency purchase for brick repairs at the water plant. Accordingly, I believe the City needs to evaluate its water and sewage disposal service delivery options sooner rather than later.

Lou Schimmel is probably best known for his work as Michigan's first and most frequent Emergency Manager. However, Mr. Schimmel's experience includes negotiating an agreement between the City of Pontiac and the Oakland County Water Resources Commission to sell excess capacity in the City's wastewater system. The attached news article dated September 21, 2012 explains the deal in greater detail. He is one of a very few people in our region with this type of experience weighing water and sewage disposal service delivery options. Fortunately, Mr. Schimmel is available to help us evaluate our options on an independent contractor basis rather than hiring, certifying, and licensing a new full-time Utilities Director. He would oversee the Department and, perhaps more importantly, provide recommendations regarding the most cost efficient way to deliver water and sewage disposal services in the future. City staff with the required certifications and licenses will continue to manage operations as they have since Mr. Bellmore's retirement.

SUBMITTED BY: Robert J. Bruner, Jr., Interim City Manager

RECOMMENDED MOTION: Approve the Interim Utilities Director Independent Contractor Agreement and authorize the City Manager and City Clerk to execute the same.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the "Agreement") is made and entered into as of May____, 2014 (the "Effective Date") between **CITY OF MOUNT CLEMENS** (the "City"), a Michigan Municipal Corporation, having its principal offices at One Crocker Boulevard, Mount Clemens, Michigan 48043, and **LOUIS H. SCHIMMEL**, of 2835 Sylvan Shores Drive, Waterford, Michigan 48328 (the "Contractor") (collectively, the "parties").

WHEREAS, the City requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

WHEREAS, the City and the Contractor desire to enter into an agreement which will define respective rights and duties as to all services to be performed.

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

1.0 **Services.** Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, Contractor will provide consulting services to determine the most cost efficient way going forward to deliver water and sewage disposal system services to the customers of the City of Mount Clemens water and sewage disposal system. Additionally, the Contractor will provide oversight of the City of Mount Clemens water and sewage disposal system.

2.0 **Compensation.** In consideration of the services to be performed by the Contractor, City agrees to pay Contractor the sum forty-thousand dollars (\$40,000) annually, to be paid in bi-weekly installments of one-thousand five-hundred thirty-eight dollars and forty-six cents (\$1,538.46), commencing on the Effective Date. In addition, Contractor shall be reimbursed for all reasonable business expenses incurred in the performance of services to the City.

3.0 **Independent Contractor Status.**

3.1 It is understood and agreed that the Contractor is an independent contractor and is doing business as a separate and distinct legal entity. Under no circumstances will the Contractor, its agents and/or employees be considered employees of the City. Contractor has the sole right to control and direct the means, manner and method by which services required by this Agreement will be performed. The parties acknowledge and agree that the City is entering into this Agreement with reliance upon the representations made by Contractor relative to his independent contractor status. The parties hereto are not and in no event shall be deemed to be partners or joint venturers.

The Contractor, as an independent contractor, shall assume full and complete responsibility for and shall exonerate, indemnify and hold the City harmless from and against the payment of any and all of the following which might be applicable to either the Contractor or Contractor's employees, if any. On demand, Contractor shall provide City with proof that such payments have been made:

- (a) State and Federal workmen's compensation insurance premiums;
- (b) Social Security taxes;
- (c) Self-employment taxes;
- (d) Payments of estimated federal, state and local income taxes and single business taxes;
- (e) State and federal unemployment taxes;
- (f) All other obligations that might be imposed upon the City through any source, if an employer-employee relationship were to exist between the City and the Contractor.

3.2 ***Fringe Benefits.*** Contractor understands that neither Contractor nor Contractor's employees, if any, are eligible to participate in any employee pension, health, vacation pay or other fringe benefit plan of City.

3.3 ***Workers' Compensation.*** City shall not obtain workers' compensation insurance on behalf of the Contractor or Contractor's employees, if any. If Contractor hires employees to perform any work under this Agreement, Contractor will cover such employees with workers' compensation insurance and provide City with a certificate of workers' compensation insurance before the employees begin work.

3.4 ***Unemployment Compensation.*** City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractors employees or personnel, if any. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by City under this Agreement.

3.5 ***Incapacity.*** If, during the term of this Agreement, Contractor shall be prevented from performing his duties hereunder by reason of illness or incapacity, then the City shall not be obligated to pay the Contractor compensation for any such period of absence.

4.0 **Confidential Information And Intellectual Property.**

4.1 The Contractor shall not, during the time of rendering services to the City or thereafter, disclose to anyone other than authorized employees of the City (or persons designated by such duly authorized employees of the City) or use for the benefit of the Contractor or for any entity other than the City, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the City projects or programs; the technical, commercial or any other affairs of the City; or, any confidential information which the City has received from a third party.

5.0 **Liability.**

5.1 The City shall not be responsible for any costs incurred by the Contractor.

5.2 Neither party shall be liable to the other for any special, indirect or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applied to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

6.0 **Duration, Scope and Severability.**

6.1 This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to this Section.

6.2 The City or the Contractor may terminate this Agreement for any reason upon thirty (30) days' notice to the other party. Either party may terminate this Agreement for cause immediately upon notice to the breaching party.

6.3 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations and understandings of any kind, whether written or oral between the parties, preceding the date of this Agreement.

6.4 Each clause of this Agreement shall be considered separate and independent so that in the event that any clause of this Agreement shall be deemed to be unenforceable under the laws of the State of Michigan, the balance of this Agreement shall remain in full force and effect.

6.5 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

6.6 Dispute Resolution. This Agreement shall be construed under the laws of the State of Michigan and any and all disputes as to the same and/or any portion thereof shall be determined by an appropriate court of record in the County of Macomb, State of Michigan.

6.7 Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered mail, return receipt requested, to the Contractor at his residence or to the City at its principal place of business, attention to the City Manager.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have each executed this Agreement as of the Effective Date.

CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation,
“City”:

By: _____
Barb Dempsey
Mayor

By: _____
Lynne Kennedy
City Clerk

“Contractor”:

LOUIS H. SCHIMMEL

Oakland County assumes control of Pontiac wastewater system; city receives \$55 million

By DUSTIN BLITCHOK

Friday, September 21, 2012



The City of Pontiac has received \$55 million in funds from a bond issue after a deal with the Oakland County Water Resources Commission to sell unused capacity in the city's wastewater treatment system. The proceeds have been used to pay off some of the city's bonded debt and to leave the general fund with a surplus of about \$4 million at the end of the fiscal year.

"This was absolutely, in my book, an amazing deal that we put together. People should just be absolutely thrilled that we were able to put this kind of transaction together. For people to criticize this ... is

just beyond comprehension," said Emergency Financial Manager Lou Schimmel.

Several Pontiac City Council members expressed reservations about the wastewater deal this week.

"I'm still upset about it. Upset is a mild word," said District 4 Councilman Randy Carter.

Carter contends that the wastewater system is a utility Schimmel that did not have authority to sell.

However, Oakland County Water Resources Commissioner John McCulloch had a different opinion.

"This is not deemed a utility in regards to that legal interpretation," McCulloch said.

"If that city councilmember felt or believed that was the case, I guess it begs the question, why wasn't legal recourse taken at the time?"

The council voted for an independent legal review of the deal in May, but with the city controlled by an emergency financial manager, does not have a budget for attorney services.

The wastewater deal was approved this summer by the Oakland County Board of Commissioners and the Michigan Department of Treasury.

District 7 Councilman Kermit Williams said: "I hope this will get us on the road to financial prosperity, because this was the last major asset we had."

The fine print

There are two wastewater plants in Pontiac: a primary plant on Opdyke Road, and a secondary facility on Martin Luther King Jr. Boulevard. Both plants discharge their treated waste into the Clinton River.

McCulloch said: "The wastewater plant(s) were of course owned by the City of Pontiac, and what I proposed and what happened was the creation of a standalone public corporation under the Michigan Drain Code, so it would be a separate entity, but solely for the benefit of Pontiac."

One of Councilman Carter's criticisms of the deal is "no one from the city actually sits on this board." McCulloch and two Oakland County commissioners sit on what is called the Chapter 20 drain board.

The standalone corporation issued the \$55 million in bonds using Oakland County's triple-A credit rating, the

commissioner said.

"We were able to get a 3.5 percent rate, which is phenomenal, to borrow this money," McCulloch said.

Pontiac will "ultimately be responsible for paying the \$55 million back," he said.

When asked if there was a chance of the city not being able to make future payments on the bond, Schimmel said there's "none whatsoever."

McCulloch said he's discussed a wastewater deal between Pontiac and Oakland County with three emergency financial managers and four mayors.

"It was finally under Lou Schimmel where he approached us and said, 'Hey, I'd like to sit down and see if we can come up with an arrangement that would help us extract value out of this plant and still do it for the benefit of the residents of the City of Pontiac.'"

The city uses about half of the wastewater plants' capacity and currently pays all of the operating costs. Within two years, wastewater from communities using the Clinton-Oakland Interceptor will begin to be treated in Pontiac, and they will share in the cost of the plant, McCulloch said.

"Over the next two years, we're going to build a pipeline that diverts flow from the Clinton-Oakland system ... and we will divert part of the flow from that system into Pontiac, which will help pay for these bonds and will help pay for the operation and maintenance of the plant(s)," McCulloch said.

There is deferred interest and reserve money included in the deal, McCulloch said, so Pontiac isn't burdened in the two years before the system begins treating wastewater from other communities.

The communities serviced by the Clinton-Oakland Interceptor currently send 100 percent of their flow to Detroit for treatment, McCulloch said, and are at capacity. Up to 30 percent of the flow will eventually be diverted to Pontiac, he said.

McCulloch said the additional treated wastewater to be discharged into the Clinton River will meet water quality standards.

"Actually, the environmentalists like it because it provides increased flow in that river," he said, although "they'd prefer it was colder."

McCulloch added, "It's probably cleaner than what's in the river right now. It's the most populated watershed in the state, I believe, and has the most challenges because of that development."

City's sewer and water pipes now controlled by Oakland County

Another element of Schimmel's deal is a contract with the Oakland County Water Resources Commission to operate and maintain the city's water and sewer distribution pipes on a 40-year contract.

"The county will hold title (to the pipes) because we also assumed or guaranteed the existing debt," McCulloch said. "Once that term ends and the debt is paid off, the city had a right to get the ownership (back)."

The city's contracted operator of the wastewater plants and water system, United Water, will remain in place for the time being, officials said.

Water and sewer rates in Pontiac will be set by the Oakland County Water Resource Commissioner, McCulloch said.

"I made a commitment to the city council and mayor, on an annual basis, (that) when we do establish rates, we will sit down with them (about) what the city's needs are and what our recommendations for the rates will be going forward," he said.

Follow the money

The city's finance director John Naglick said that, despite the cash infusion, the city continues to have a long-term structural deficit.

"We're bringing in \$30 million and spending \$36 million (annually)," he said.

After receiving the \$55 million, the city paid off a \$1 million water supply revenue bond dating to 2002; a \$3.1 million sewage disposal bond issue dating to 2002; a \$16.5 million fiscal stabilization bond dating to 2006; and a

\$9.6 million building authority bond dating to 2006.

Another \$2 million of the wastewater money was used toward a settlement with General Motors Corp. for past property tax appeals, \$5 million was put in a reserve fund for maintenance for the wastewater system and \$17.8 million was deposited in the city's general fund.

"After all of those transactions were done, we ended up with a \$4 million surplus," Schimmel said. "In the deficit you talk about," he said, "they don't include all of the pension liabilities."

The city has \$270 million in unfunded future pension and health care obligations, Schimmel said.

Naglick said the city's viability depends on funding future obligations.

"Unless we fix the structural deficit, we'll flip right back below the waterline," Naglick said.

Contact staff writer Dustin Blitchok at 248-745-4685 or dustin.blitchok@oakpress.com. Follow him on Twitter @SincerelyDustin.

URL: <http://www.theoaklandpress.com/general-news/20120921/oakland-county-assumes-control-of-pontiac-wastewater-system-city-receives-55-million>

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EXPLANATION OF AGENDA – May 19, 2014

Agenda Item No. 9-C

Request City Commission Approval of the Solid Waste Disposal Agreement between the City of Mount Clemens and Waste Management

Previously, the City contracted with the Grosse Pointes-Clinton Refuse Disposal Authority (GPCRDA) for solid waste disposal at Waste Management's landfill, Pine Tree Acres. At the termination of the contract with GPCRDA, the City was required to locate and enter into an agreement with its own solid waste disposal facility.

In an effort to honor all existing City of Mount Clemens waste hauling contracts for City-owned dumpsters, roll-off containers and residential refuse pick-up, which are set to expire June 5, 2015, City staff sought pricing and an agreement with Waste Management's Pine Tree Acres landfill. The agreement has been attached for your review.

The City Attorney has reviewed and accepted the terms and conditions of the agreement as presented.

SUBMITTED BY: Jeffrey D. Wood, Public Services Director

RECOMMENDED MOTION: Approve the attached solid waste disposal agreement between the City of Mount Clemens and Waste Management through June 5, 2015, for the disposal of solid waste.

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of May, 2014, by and between City of Mount Clemens, Michigan ("City") and Waste Management of Michigan, Inc. ("Waste Management").

Recitals

1. Waste Management owns and operates Pine Tree Acres Landfill in Lenox Township, Michigan located at 36600 29 Mile Road ("Landfill").
2. The City has determined to use the Landfill for the disposal of all residential waste generated in the City from April 1, 2014 to June 5, 2015.

Agreements

In consideration of the premises and the mutual representations, warranties and covenants contained herein, the parties agree as follows:

1. Term. This Agreement shall commence as of April 1, 2014 and will end on June 5, 2015.
2. Waste Management's Obligation to Accept Waste. (a) Waste Management shall accept for disposal at the Landfill all non-hazardous residential solid waste ("Solid Waste") generated within the City, during the term of this Agreement.
3. Exclusivity. During the term hereof, the City agrees that all non-hazardous residential solid waste generated within the City will be disposed of at the Landfill.
4. Rates and Fees. The City shall pay a rate for disposal of Twenty Four Dollars (\$24.00) per ton, plus Thirty Six Cents (\$.36) per ton State of Michigan disposal fee.

5. Fees. The above rates include all current federal, state, county, local or other taxes, fees, surcharges or similar charges relating to the disposal of Solid Waste which are imposed by any governmental law, ordinance, agreement or regulation existing as of the date of this Agreement (the "Fees"). Any new or additional fees imposed following the date of this Agreement, or any increase in existing fees, shall be added to the disposal rate paid by City.

6. Billing and Payment. Within 10 days after the close of each calendar month, Waste Management shall provide City with an invoice reflecting the tons of Solid Waste disposed of on a daily basis and the amount due from City for disposal at the Landfill during the preceding month. City will pay each monthly invoice within 30 days of receipt.

7. Indemnification. Each of City and Waste Management agrees to indemnify, save harmless and defend the other from and against any claim, to the extent that it arises from their respective breach of any provision, warranty or representation in this Agreement or their respective negligent or willful act or omission.

8. Excused Non-Performance. The performance of this Agreement may be suspended by either party in the event the transportation of Solid Waste or disposal of Solid Waste are prevented by a cause or causes beyond the reasonable control of such party.

9. Independent Contractor. Each party is and shall perform this Agreement as an independent contractor, and as such shall have and maintain complete control over all of its employees, agents and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

10. General Provisions.

(a) Binding Effect. This Agreement shall inure to the benefit of the parties hereto and their respective affiliates, successors, assigns, transferees, heirs and legal representatives and shall be binding upon the parties hereto and their respective successors, assigns and legal representatives.

(b) Assignment. Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld; provided, however, either party may assign its rights and obligations to any of its affiliates without such consent.

(c) Modifications to Agreement. No provision of this Agreement may be amended, waived or deleted and no additional provision may be added without the written agreement of authorized representatives of both parties.

(d) Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other party shall be in writing and hand delivered or sent by certified mail, postage prepaid, as follows:

If to Waste Management, addressed to:

Waste Management
48797 Alpha Drive – Suite 150
Wixom, Michigan 48393

If to City, addressed to:

Jeffrey D. Wood, Public Service Director
95 Eldredge
Mount Clemens, Michigan 48043

Any party may change the address to which notices are to be sent to it by giving written notice of such change of address as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF MOUNT CLEMENS,

WASTE MANAGEMENT OF
MICHIGAN, INC.

By: _____

By: _____

Its: _____

Its: _____

EXPLANATION OF AGENDA – May 19, 2014

Agenda Item No. 9-D

Adoption of the Budget Appropriations Resolution and the Millage Rates

A public hearing was held on May 5, 2014, for the City of Mount Clemens 2014-2015 fiscal year budget and to maintain the Headlee Rollback millage rates. This will make the total City-wide millage rates levied at **15.9946** and the Downtown Development Authority district millage of **1.6132** mills.

The millage rates for the City have not changed in the past seven years. The proposed budget was prepared using the maximum allowable millage under the “Headlee” amendment.

SUBMITTED BY: Marilyn J. Dluge, Finance Director

RECOMMENDED MOTION: Adopt the millage rates requested for the 2014 property taxes and adopt the Budget Appropriations Resolution for the fiscal year 2014-2015.

**GENERAL BUDGET APPROPRIATIONS RESOLUTION
FOR FISCAL YEAR 2014-2015**

WHEREAS, Section 10.155 of the City Charter for the City of Mount Clemens provides that a budget shall be adopted for each fiscal year and that said budget shall be adopted by the City Commission of said City in the form of a Resolution; and

WHEREAS, Section 10.155 also states that such resolution shall provide for an appropriation of money budgeted for municipal purposes during the next fiscal year succeeding said resolution's adoption; and

WHEREAS, under said Section 10.155, it is incumbent upon said City Commission for the City of Mount Clemens to budget for the fiscal year from July 1, 2014 to June 30, 2015; and

WHEREAS, a properly drafted and proposed budget has been submitted to the City Commission in compliance with the requirements contained in Section 10.152 of said City Charter and in compliance with requirements of the Uniform Budgeting and Accounting Public Act 621 of 1978, as amended; and

WHEREAS, such budget proposal has been duly filed with the City Commission and becomes a matter of public record available for public inspection with the City Clerk's Office; and

WHEREAS, such proposed budget hearing has been advertised in The Macomb Daily on April 25, 2014, and a public hearing was held on May 5, 2014, as required by statute and other regulations; and

WHEREAS, the proposed budget, as approved by the City Commission, reflects a total City-wide millage levy of 15.9946 mills and special Downtown Development Authority District millage of 1.6132 mills, as detailed in the adopted tax millage rates; and

WHEREAS, such millage is in accordance with Public Act 5 of 1982; and

WHEREAS, the City Commission has reviewed the City Manager's proposed budget at Budget Workshop Meetings held April 7, 2014; April 21, 2014; and April 28, 2014; and the City Commission has completed its review of the proposed budget for fiscal year 2014-2015; and

WHEREAS, Act 359, PA of Michigan of 1925, authorizes the City Commission to levy a special tax not to exceed in any one year four mills on the dollar of the assessed valuation of all taxable property within the City to be used for advertising, exploiting and making known the industrial, commercial, educational or recreational advantages of the City, and to establish recreational and educational projects for the purpose of encouraging immigration to, and increasing the trade to, business and industries of the City; provided, however, that such tax levy shall not exceed \$50,000.00 in any one year.

NOW, THEREFORE, BE IT RESOLVED that a special ad valorem tax of .0001525 mills is established for advertising, exploiting and making known the industrial, commercial, educational or recreation advantages of the City, and to establish recreational and educational projects for the purpose of encouraging immigration to, and increasing the trade to, business and industries of the City, pursuant to Act 359, PA of Michigan 1925, as amended, in the amount of \$50,000.00 in the state taxable value of property located in the City of Mount Clemens.

BE IT FURTHER RESOLVED that the City Commission hereby adopts the estimated revenue budgets for the various funds as summarized in Column I on Attachment A and appropriates funds on a departmental and activity total basis to the various City Departments, Authorities, Commissions and other activities as summarized in Column II on Attachment A.

BE IT FURTHER RESOLVED that for the beginning of each quarterly period during the fiscal year, and more often if required by the Commission, the budget line items as shown in the departmental budget document should be used for comparative reporting purposes.

RESOLUTION DECLARED ADOPTED this 19th day of May, 2014.

Barb Dempsey, Mayor

Lynne Kennedy, City Clerk

ATTACHMENT A
SUMMARY OF ADOPTED BUDGETS FOR THE FISCAL YEAR OF
JULY 1, 2014 TO JUNE 30, 2015

Fund	Estimated Revenues	Estimated Expenditures
General Fund	8,516,440	9,629,470
Major Street	752,500	957,320
Local Street	350,250	362,020
Dial A Ride	519,738	517,800
Public Improvement	60,000	62,900
Tax Increment Finance	144,800	140,000
Downtown Development Authority	273,700	277,300
Automobile Parking System	705,200	704,823
Sewage Disposal System	4,404,200	4,259,472
Water Supply System	3,250,600	2,899,670
Sanitation Fund	902,879	895,550
Ice Arena And Fitness Center	424,100	424,102
Motor Pool Fund	711,400	748,769
Retirement Fund	7,260,738	4,722,175

EXPLANATION OF AGENDA - May 19, 2014

Summary of millage rates

	2014		2015		Truth in Taxation Override to Headlee	Millage Rates Requested
	Charter	Headlee	2015 MFR	Truth in Taxation		
City Wide Millages:						
Operating	15.00000	13.7097	1.0000	13.7097	0.0000	13.7097
Dial -A-Ride	1.00000	0.9137	1.0000	0.9137	0.0000	0.9137
Public Act 359 of 1925*			0.0000	0.0000	0.0000	0.1525
Sanitation	0.00000	0.0000	1.0000	0.0000	0.0000	0.3050
Pension	1.00000	0.9137	1.0000	0.9137	0.0000	0.9137
Total City Wide Millages	17.00000	15.53710	1.00000	15.5371	0.00000	15.9946
DDA District Millage:						
District Millage	2.00000	1.6132	1.0000	1.6132	0.0000	1.6132

*Special Tax for Advertising

EXPLANATION OF AGENDA – May 19, 2014

Agenda Item No. 9-E

Adoption of the Resolution Revising Water Rates

The attached resolution is to revise the current water rates for the 2015 fiscal year Water Fund budget. The recommended rates of \$3.29 for a consumption and \$7.75 for monthly minimum have been calculated using the annual water consumption and the 2015 fiscal year expenditure budget to include bond disbursements. The 2015 Fiscal Year Budget for the Water Fund and the increase of rates has been reviewed during the City's budget workshops.

SUBMITTED BY: Marilyn J. Dluge, Finance Director/Treasurer

RECOMMENDED MOTION: To approve the adoption of the resolution revising the Water rates and charges as presented.

RESOLUTION

RESOLUTION ESTABLISHING AND/OR REVISING WATER RATES & CHARGES

WHEREAS, Code Sections 25.116 Sec. 6 and 25.143 Sec.13 C., authorizes the City Commission to establish water rates and charges by resolution; and

WHEREAS, the City of Mount Clemens provides water supply services; and

WHEREAS, the City Commission has determined that the following rates and charges with respect to water supply services are reasonable and proper; and

WHEREAS, the provisions of this resolution are inapplicable to persons with water supply contracts or agreements to the extent that such contracts or agreements contain terms contrary to the foregoing provisions.

NOW, THEREFORE, BE IT RESOLVED that the following fees and charges are established pursuant to Code Sections 25.116 Sec. 6 and 25.143 Sec. 13 C. of the Code of Ordinances.

WATER SUPPLY RATES & CHARGES

1. Service Charge: \$7.75 (Monthly Billings) per inch of meter size (minimum one-inch)
Service Charge: \$23.25 (Quarterly Billings) per inch of meter size (minimum one-inch)
and
Private Fire Line Service Charge: \$7.75 (Monthly Billings) per inch of pipe size (minimum one-inch)
Private Fire Line Service Charge: \$23.25 (Quarterly Billings) per inch of pipe size (minimum one-inch)
2. Consumption Charge (per 100 Cubic Feet): \$3.29
3. If any bill is not paid on or before the due date, a penalty of five percent shall be charged. If any bill is not paid within 20 days after the due date, service shall be discontinued.

BE IT FURTHER RESOLVED that said fees shall become effective July 1, 2014.

ADOPTED:

*CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation*

BY _____
Barb Dempsey, Mayor

BY _____
Lynne Kennedy, City Clerk

EXPLANATION OF AGENDA – May 19, 2014

Agenda Item No. 9-F

Adoption of the Resolution Revising Wastewater Rates

The resolution is to revise the current wastewater rates for the 2015 fiscal year Sewer Fund Budget. The recommended rates of \$4.38 for a consumption and \$6.67 for monthly minimum have been calculated using the annual water consumption and the 2015 fiscal year expenditure budget to include bond disbursements. The 2015 fiscal year budget for the Wastewater Fund and the increase of rates have been reviewed during the City's budget workshops.

SUBMITTED BY: Marilyn J. Dluge, Finance Director/Treasurer

RECOMMENDED MOTION: To approve the adoption of the resolution revising the Wastewater rates and charges as presented.

RESOLUTION

RESOLUTION ESTABLISHING AND/OR REVISING WASTEWATER DISPOSAL SERVICE FEES & CHARGES

WHEREAS, Code Sections 25.026 Sec. 26 and 25.049 Sec. 49 authorizes the City Commission to establish certain fees by resolution; and

WHEREAS, the City of Mount Clemens provides wastewater disposal services; and

WHEREAS, the City Commission has determined that the following fees with respect to wastewater disposal services are reasonable and proper; and

WHEREAS, the provisions of this resolution are inapplicable to persons with contracts or agreements to the extent that such contracts or agreements contain terms contrary to the foregoing provisions.

NOW, THEREFORE, BE IT RESOLVED that the following fees and charges are established pursuant to Code Sections 25.026 Sec. 26 and 25.049 Sec. 49 of the Code of Ordinances.

WASTEWATER DISPOSAL SERVICE CHARGES

1. There shall be a minimum fee per customer of \$6.67 per month per dwelling unit for all residential customers and of \$6.67 per inch of meter setting size (minimum 1 inch) per month for non residential customers, including residential and non residential customers located in areas outside the corporate boundaries of the City. The minimum fee shall be due in [and] payable whether the building being supplied service is occupied or not.
2. In addition to the minimum fee, each customer, including customers located outside the corporate boundaries of the City shall pay \$4.38 per 100 cubic feet of water consumed (as recorded on the customers' water meter.)
3. Failure of the customer to receive any bill shall not relieve him of the liability for the charges incurred, and to [the] customer shall call the office of the department for such bill if it has not been received.
4. If any bill is not paid on or before the due date, a penalty of five percent shall be charged. If any bill is not paid within 20 days after the due date, service shall be discontinued.

BE IT FURTHER RESOLVED that said fees shall become effective July 1, 2014.

ADOPTED:

*CITY OF MOUNT CLEMENS,
a Michigan Municipal Corporation*

BY: _____
Barb Dempsey, Mayor

BY: _____
Lynne Kennedy, City Clerk

EXPLANATION OF AGENDA – May 19, 2014

Agenda Item No. 9-G

APPROVE PURCHASES AND PAYMENT OF INVOICES

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1. York Repair 611 Andre Street Bay City, MI 48706	Flushing Pump 150 HP Motor Replacement INSURANCE CLAIM; Frozen water Line burst at underground Retention Basin Station.	Sewer-Utilities Fund/ Retention Basin/ Machinery and Equipment	590-53707-982000	\$5,965.00	*
2. W.C. DuComb Company 5700 Mount Elliott Detroit, MI 48211	Dewatering Pump 50 HP Motor Replacement INSURANCE CLAIM; Frozen water Line burst at underground Retention Basin Station.	Sewer-Utilities Fund/ Retention Basin/ Machinery and Equipment	590-53707-982000	\$6,087.00	*
3. First Due Fire Supply Company 207 East Kipp Road Suite A Mason, MI 48854	Estimated annual Requirement of Protective Clothing For Structural Firefighting (Turnout Gear).	General Fund/ Fire Department/ Fire Equipment	101-33600-979000	\$10,262.00	\$10,305.49

VENDOR (PURCHASES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
4.Gunner's Meters & Parts 454 North Cass Avenue Pontiac, MI 48342	Estimated annual Requirement of New/used Neptune Water Meters and Parts.	Water-Utilities Fund/ Transmission/ Meter Parts	591-53704-791000	\$18,089.00 (Purchased On an As-needed Basis)	2014-2015 Fiscal Year
		Water-Utilities Fund/ Transmission/ Water Meters	591-53704-978000		
5.Michigan Meter Technology Group, Inc. 799 East Whitcomb Avenue Madison Heights, MI 48071	Estimated annual Requirement of new Neptune Water Meters and Parts.	Water-Utilities Fund/ Transmission/ Meter Parts	591-53704-791000	\$223,302.00 (Purchased On an As-needed Basis)	2014-2015 Fiscal Year
		Water-Utilities Fund/ Transmission/ Water Meters	591-53704-978000		

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
1.ASSA ABLOY Entrance Systems US, Inc. P.O. Box 827375 Philadelphia, PA 19182	Replacement of Automated Door operator At City Hall For ADA Compliance.	General Fund/ Building Maintenance/ Contractual Services	101-26500-818000	\$1,650.00	\$5,410.90
2.A & C Electric Company 41225 Irwin Road Harrison Township, MI 48045	Emergency repairs To rebuild Retention Basin Dewatering Pump Motor. INSURANCE CLAIM; Frozen water Line burst at underground Retention Basin Station.	Sewer-Utilities Fund/ Retention Basin/ Repair Parts	590-53707-779000	\$3,510.00	*

VENDOR (INVOICES)	DESCRIPTION	FUND/ DEPARTMENT/ APPROPRIATION	ACCOUNT NUMBER	AMOUNT	CURRENT BALANCE
3. Kramer & Murray, P.C. Ruggirello, Velardo, Novara, and Ver Beek, P.C. 65 Southbound Gratiot Mount Clemens, MI 48043	Legal Services For the month of April, 2014.	General Fund/ Legal Services/ Legal Fees	101-26600-826000	\$11,221.69	\$40,576.85
		General Fund/ Legal Services/ Legal Fees-Labor	101-26600-826001	\$2,515.94	*
		Water-Utilities Fund/ Commercial Activities/ Legal Fees	591-53703-826000	\$472.87	*
		Sanitation Fund/ Legal Fees	596-52100-826000	\$97.00	*

*Budget amendment to be made at a later date.

SUBMITTED BY: Marilyn Dluge, Finance Director/Treasurer

RECOMMENDED MOTION: Approve purchases and payment of invoices as presented.

CITY OF MOUNT CLEMENS

Tabulation of quotations received for the replacement of two (2) motors to pumps at the Retention Basin, 31 Avery, damaged when the underground station flooded due to a frozen water line on March 17, 2014:

BIDDER	MANUFACTURER	FLUSHING PUMP MOTOR 150 HP, 1800 RPM	DEWATERING PUMP MOTOR 50 HP, 880 RPM	TOTAL COST	Viewed Addendum
1. York Repair 611 Andre Street Bay City, MI 48706	General Electric E7259	\$5,965.00	No Bid	\$5,965.00	YES
2. Bearing Headquarters Co. 11800 Belden Court Livonia, MI 48150	Lincoln LM32679	\$10,392.05	No Bid	\$10,392.05	YES
3. W.C. DuComb Co. 5700 Mount Elliott Detroit, MI 48211	Custom Lincoln LM29003	\$6,537.00	\$6,087.00	\$12,624.00	YES
4. Binkelman 814 North Outer Drive Saginaw, MI 48601	Toshiba B1504FLG3USH01 Toshiba B0508FLG3UMH	\$11,319.92	\$11,279.72	\$22,599.64	NO
5. IPS (formerly Monarch Electric) 18800 Meginnity Melvindale, MI 48122	Toshiba B1504YLF4USH Toshiba B0508YLF3ASH	\$19,427.50	\$11,231.25	\$30,658.75	YES

Marilyn Dluge
Finance Director/Treasurer

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, May 13, 2014, for our estimated annual requirement of Protective Clothing for Structural Firefighting needed by the Fire Department for a 2-year period:

BIDDER	MANUFACTURER	COST/COAT (4)	COST/PANT (4)	TOTAL COST	HOLD PRICE 2 YEARS?
1.Argus-Hazco 46400 Continental Drive Chesterfield, MI 48047	Quest-Viking	\$1,200.00 \$4,800.00	\$895.00 \$3,580.00	\$8,380.00*	NO
2.First Due Fire Supply Company 207 East Kipp Road, Suite A Mason, MI 48854	Morning Pride	\$1,488.00 \$5,952.00	\$1,065.00 \$4,260.00	\$10,262.00 (Includes \$50.00/ Shipping)	YES
3.West Shore Fire 6620 Lake Michigan Drive Allendale, MI 49401	Fire-Dex	\$1,139.00 \$4,556.00	\$756.00 \$3,024.00	\$7,580.00*	NO

*Does not meet bid specification.

Marilyn Dluge
Finance Director/Treasurer

CITY OF MOUNT CLEMENS

Tabulation of sealed bids received and opened on Tuesday, April 29, 2014, for our estimated annual requirement of Neptune Water Meters. Items are purchased on an as-needed basis.

#	DESCRIPTION	QUANTITY	GUNNER'S METERS (Used meters New fittings)	MICHIGAN METER (New)
1.	5/8" x 3/4", Ecoder) R-900i	478	No Bid	\$85,084.00
2.	3/4" x 3/4", Ecoder) R-900i	36	No Bid	\$7,920.00
3.	1" Ecoder) R-900i	55	No Bid	\$15,565.00
4.	1.5", Ecoder) R-900i	5	No Bid	\$2,555.00
5.	2", Ecoder) R-900i	3	No Bid	\$1,872.00
6.	5/8" x 3/4", Auto Detect 6 Wheel	1	No Bid	\$107.00
7.	3/4" x 3/4", Auto Detect 6 Wheel	1	No Bid	\$150.00
8.	1", Auto Detect 6 Wheel	1	No Bid	\$214.00
9.	1.5", Auto Detect 6 Wheel	1	No Bid	\$444.00
10.	2", Auto Detect 6 Wheel	1	No Bid	\$559.00
11.	2" Ecoder) R-900i	1	No Bid	\$1,658.00
12.	3" Ecoder) R-900i	2	No Bid	\$4,560.00
13.	4" Ecoder) R-900i	1	No Bid	\$2,995.00
14.	6" Ecoder) R-900i	2	No Bid	\$9,756.00
15.	2" w/o register, reconditioned	1	\$750.00	No Bid
16.	3" w/o register, reconditioned	1	\$1,250.00	\$1,710.00 (used)
17.	4" w/o register, reconditioned	1	\$1,850.00	\$2,200.00 (used)

#	DESCRIPTION	QUANTITY	GUNNER'S METERS (Used meters New fittings)	MICHIGAN METER (New)
18.	6" w/o register, reconditioned	1	\$3,000.00	No Bid
19.	1.5", Ecoder) R-900i	1	No Bid	\$693.00
20.	2", Ecoder) R-900i	1	No Bid	\$727.00
21.	3", Ecoder) R-900i	1	No Bid	\$1,087.00
22.	4", Ecoder) R-900i	1	No Bid	\$1,413.00
23.	6", Ecoder) R-900i	1	No Bid	\$2,547.00
24.	1.5" w/o register, reconditioned	1	\$350.00	No Bid
25.	2" w/o register, reconditioned	1	\$375.00	No Bid
26.	3" w/o register, reconditioned	1	\$850.00	No Bid
27.	4", w/o register, reconditioned	1	\$950.00	No Bid
28.	6", w/o register reconditioned	1	\$1,550.00	No Bid
29.	3", Ecoder) R-900i	1	No Bid	\$4,000.00
30.	4", Ecoder) R-900i	1	No Bid	\$4,367.00
31.	6", Ecoder) R-900i	1	No Bid	\$6,867.00
32.	4", Ecoder) R-900i compound	1	No Bid	\$7,130.00
33.	6", Ecoder) R-900i compound	1	No Bid	\$11,531.00
34.	8", Ecoder) R-900i compound	1	No Bid	\$14,771.00
35.	2" Bronze Strainers	1	No Bid	\$407.00
36.	3" Bronze Strainers	1	No Bid	\$720.00
37.	4" Bronze Strainers	1	No Bid	\$863.00
38.	6" Bronze Strainers	2	No Bid	\$2,934.00
39.	R-900 W (Indoor/Outdoor Wall Mount)	200	No Bid	\$17,200.00
40.	Inside set Ecoder R-900i (T-10 Meters only)	40	No Bid	\$5,800.00
41.	Pit set w/stub Antenna, Ecoder R-900i (any type meter)	40	No Bid	\$6,680.00

#	DESCRIPTION	QUANTITY	GUNNER'S METERS (Used meters New fittings)	MICHIGAN METER (New)
42.	¾" Meter Coupling Each	120	\$960.00	\$1,095.60
43.	1" Meter Coupling Each	12	\$144.00	\$168.72
44.	Bronze Flange and Gasket Set	1	\$60.00	\$89.00
45.	2" Bronze Flange and Gasket Set	60	\$4,500.00	\$6,840.00
46.	3" Bronze Flange and Gasket Set	1	\$200.00	\$450.00
47.	4" Bronze Flange and Gasket Set	1	\$300.00	\$625.00
48.	6" Bronze Flange and Gasket Set	2	\$1,000.00	\$2,000.00
49.	18" External Antenna	2	No Bid	\$32.00
50.	6' External Antenna	2	No Bid	\$40.00
51.	20' External Antenna	2	No Bid	\$54.00
	GRAND TOTAL AS BID		\$18,089.00	\$238,480.32
	SPLIT AWARD TOTAL		\$18,089.00	\$223,302.00

All Ecoder R-900i Registers are new.

Flange Kits include two flanges, two drop in gaskets, nuts and bolts.

If we purchase a new meter, we also purchase new strainers, couplings, and gaskets. If we purchase a used meter, we also purchase used strainers, couplings, and gaskets.

Marilyn Dluge
Finance Director/Treasurer