



CITY OF MADISON HEIGHTS

CITY HALL - COUNCIL CHAMBERS, 300 W. 13 MILE RD.

CITY COUNCIL REGULAR MEETING AGENDA

JUNE 10, 2024 AT 7:30 PM

CALL TO ORDER

ROLL CALL

INVOCATION and PLEDGE OF ALLEGIANCE - COUNCILMAN SOLTIS

APPROVAL OF THE AGENDA:

- [1.](#) Additions/Deletions

PRESENTATIONS

PUBLIC HEARINGS:

- [2.](#) CED Director - Ordinance 2199 - Rezoning PRZN 23-02 - 1035 W. 12 Mile [B-3 to M-1],
Second Reading and Public Hearing

ITEMS ON AGENDA OF INTEREST TO PARTIES IN THE AUDIENCE

MEETING OPEN TO THE PUBLIC:

CONSENT AGENDA:

- [3.](#) Director of Public Services - 2024 LRIP Program: Ajax Drive
- [4.](#) Police Chief - Oakland County Tactical Consortium Agreement (OAK-TAC)
- [5.](#) City Council Special Meeting Minutes of May 28, 2024
- [6.](#) City Council Regular Meeting Minutes of May 28, 2024

COMMUNICATIONS:

REPORTS:

ITEMS FOR FUTURE PUBLIC HEARINGS:

BID AWARDS/PURCHASES:

- [7.](#) Fire Chief - Purchase of Multi-Gas Air Monitors
- [8.](#) Director of Public Services - Cross-Connection Control Program

ORDINANCES:

UNFINISHED BUSINESS:

EXECUTIVE SESSION:

ADJOURNMENT

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

DATE: June 6, 2024

TO: City Council

FROM: Melissa R. Marsh, City Manager

SUBJECT: Agenda Comments - Regular Council Meeting of Monday, June 10, 2024

The following are my comments on items appearing on the agenda of the Regular Council Meeting on Monday, June 10, 2024.

PUBLIC HEARINGS:

ORDINANCE 2199 - REZONING PRZN 23-02 - 1035 W. 12 MILE [B-3 TO M-1], PUBLIC HEARING AND SECOND READING

The applicant and property owner, Isam Yaldo, requests to rezone one (1) parcel of land located at 1035 W. 12 Mile Road (TM# 44-25-14-127-053) from B-3, General Business (Regional Business in proposed Zoning Ordinance) district, to M-1, Light Industrial district. The subject site consists of one (1) parcel which contains a total area of 0.93 acres and is improved with a 6,500 commercial/retail structure and associated parking lot. The property is located just west of the 12 Mile/I-75 interchange. The First Reading of the Ordinance was approved at the May 13, 2024 City Council meeting.

After the required Public Hearing, staff recommends that City Council adopt Ordinance # 2199 (PRZN 23-02) upon Second reading.

CONSENT:

COST PARTICIPATION AGREEMENT – 2024 LRIP PROGRAM: AJAX DRIVE

For the past eight years the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements. Oakland County has offered the program again for 2024, and we have been awarded the maximum grant amount of \$85,581 for sectional concrete repairs on Ajax Drive. The LRIP grant will be applied to our upcoming 2024 project for this street, which will offset a budgeted project cost of \$250,000

Staff recommends that City Council approve the Cost Participation Agreement for the 2024 LRIP program, and authorize the Mayor to electronically sign on behalf of the City.

OAKLAND COUNTY TACTICAL CONSORTIUM AGREEMENT (OAK-TAC)

The Oakland County Tactical Consortium Agreement is being amended and replaces the Interlocal Agreement that was established in 2012. The new agreement cleans up existing language in the

document, adds three “trustee” positions to the board, and allows the board to appoint a fiduciary, which will be Oakland County Emergency Management.

Staff recommend approval and continuation of the OAK-TAC agreement under the new conditions.

REPORTS:

PURCHASE OF MULTI-GAS AIR MONITORS

Funds have been allocated to purchase new multi-gas air monitors in the 2023-2024 fiscal year budget. These new multi-gas detectors are needed to replace the department's fleet of unreliable gas detectors, which have reached the end of their service life. A multi-gas detector is a portable device used to monitor gases in the air and alert firefighters when the air reaches dangerous conditions. It measures carbon monoxide, hydrogen sulfide, flammable gases, and oxygen levels and is used in incidents related to carbon monoxide, hazmat, technical rescue, and fire emergencies. The bid package was placed on the Michigan Inter-governmental Trade Network (MITN) on April 22, 2024. One hundred nineteen (119) vendors received the notification, with forty-four (44) viewing the specifications. Bids were opened on May 14, 2024, with only one vendor responding.

After thoroughly reviewing the submitted bid, staff and I recommend that the City Council award the air monitor bid to All Safe Industries, Inc., the lowest qualified vendor, for \$16,468.24. Macqueen Emergency.

CROSS-CONNECTION CONTROL PROGRAM

The City has utilized the services of HydroCorp (formerly Hydro Designs) since 2004 to provide and manage a cross-connection control program, covering commercial and industrial water customers. EGLE has implemented a residential cross-connection control rule, prompting Staff to prepare a new Request for Proposals (RFP) to include this scope of work and associated pay items under our cross-connection program. A sole proposal was received by the deadline, from HydroCorp.

Staff recommends that City Council award the bid for the Cross-Connection Control Program to HydroCorp, of Troy, at the per-inspection unit prices specified. The actual number of inspections will continue to be based on the funding allocated in the approved Budget.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/10/24

PREPARED BY: Matt Lonnerstater, AICP

AGENDA ITEM CONTENT: Rezoning PRZN 23-02 (Ordinance 2199): 1035 W. 12 Mile Rd. - B-3 to M-1

AGENDA ITEM SECTION: Public Hearings

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

The applicant and property owner, Isam Yaldo, requests to rezone one (1) parcel of land located at 1035 W. 12 Mile Road (TM# 44-25-14-127-053) from B-3, General Business (Regional Business in proposed Zoning Ordinance) district, to M-1, Light Industrial district. The subject site consists of one (1) parcel which contains a total area of 0.93 acres and is improved with a 6,500 commercial/retail structure and associated parking lot. The property is located just west of the 12 Mile/I-75 interchange.

RECOMMENDATION:

Staff recommends that City Council adopt Ordinance # 2199 (PRZN 23-02) upon second reading after the required public hearing.



MEMORANDUM

Date: May 3rd, 2024
 To: City of Madison Heights City Council
 Meeting Date: June 10th, 2024 (Second Reading and Public Hearing)
 From: Matt Lonnerstater, AICP – City Planner
 Subject: Rezoning Request PRZN 23-02 – 1035 W. 12 Mile Road – B-3 to M-1

Introduction

The applicant and property owner, *Isam Yaldo*, requests to rezone one (1) parcel of land located at 1035 W. 12 Mile Road (TM# 44-25-14-127-053) from B-3, General Business district, to M-1, Light Industrial district. The subject site consists of one (1) parcel which contains a total area of 0.93 acres and is improved with a 6,500 commercial/retail structure and associated parking lot. The property is located just west of the 12 Mile/I-75 interchange.

Planning Commission Action and Findings and City Council Action

At their April 16th, 2024 meeting, the Planning Commission approved the following motion pertaining to the proposed rezoning:

*Move to recommend to City Council **APPROVAL** of the requested rezoning of 1035 W. 12 Mile Road (parcel #44-25-14-127-053) from B-3, General Business, to M-1, Light Industrial, after the required public hearing, based upon the following findings:*

- 1. The M-1 district permits a range of industrial, warehousing, office, recreational, and limited retail uses which are generally appropriate for the subject site.*
- 2. The intent of, and the uses permitted within, the M-1 district are generally compatible and consistent with adjacent industrial and commercial land uses.*
- 3. The M-1 district is compatible with adjacent B-3 and M-1 zoned parcels.*
- 4. The M-1 district is aligned with the “Industrial” future land use designation for the site and furthers the land use goals and objectives of the adopted 2021 Madison Heights Master Plan.*

City Council approved the first reading at their May 13th, 2024 meeting.

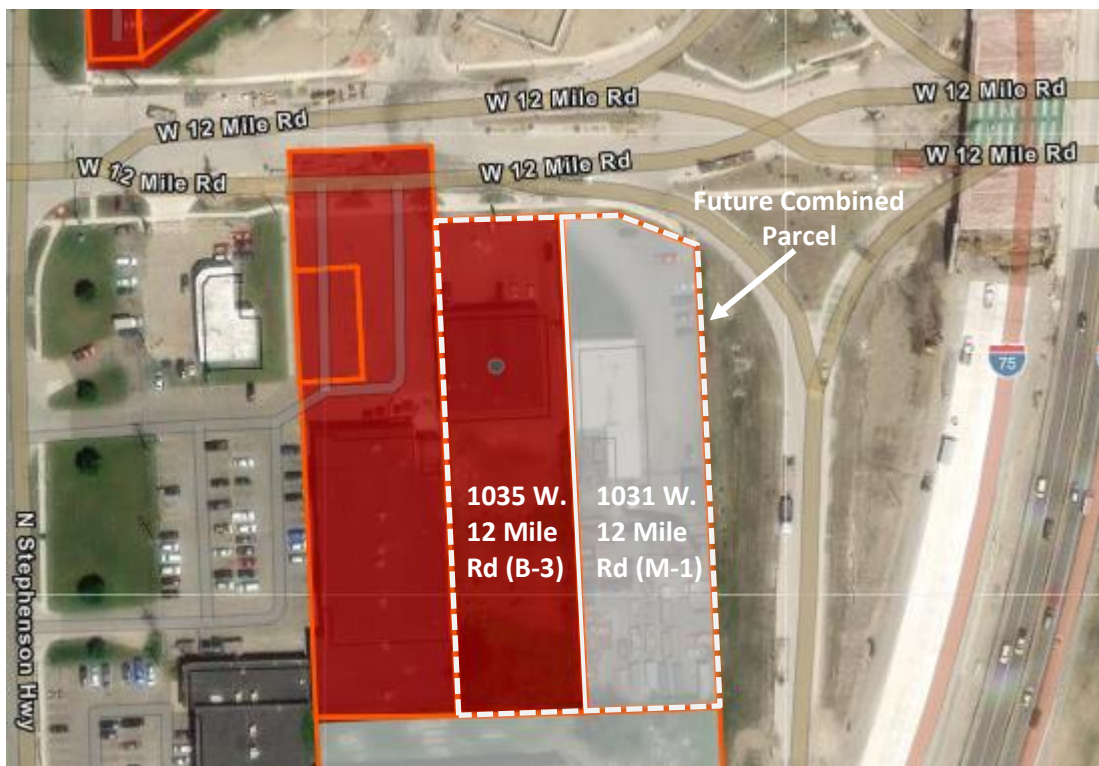
Background

The property owner’s affiliate, *Arctic Fox, LLC d/b/a JARS Cannabis*, has entered into a settlement agreement with the City of Madison Heights which enables the construction of a new marihuana growing, processing, and provisioning facility at 1031 and 1035 W. 12 Mile Road. The property at 1031 W. 12 Mile Road is presently zoned M-1, Light Industrial, while 1035 W. 12 Mile is zoned B-3, General Business. The property owner intends to purchase the adjacent property at 1031 W. 12 Mile Road, combine the two properties into a single parcel, and lease the parcel to Arctic Fox, who will proceed to develop the property for marihuana-related uses.

Per the City's Medical and Adult Use Marihuana Facilities Ordinances, such facilities are only permitted on properties zoned either M-1, Light Industrial, or M-2, Heavy Industrial. The subject property's current B-3, General Business zoning does not permit medical/adult-use marihuana facilities. As such, the applicant has applied to rezone the subject property to M-1, Light Industrial, to enable the parcel combination and allow for the development of a medical/adult-use marihuana growing, processing, and provisioning facility per the settlement agreement.

NOTE: While the city has recently adopted the new zoning ordinance and map, the settlement agreement requires both parties to adhere to Madison Height's rezoning procedures. Therefore, this rezoning request is proceeding separately from the comprehensive rewrite. The newly-approved Zoning Map zones the subject property as B-3, Regional Business (as opposed to B-3, General Business in the previous Zoning Ordinance).

Existing Zoning



Zoning and Land Use Considerations

Per the Zoning Ordinance, the existing B-3, General Business zoning district is, *“designed to provide sites for more diversified business types and is often located so as to serve the passer-by traffic.”*

The proposed M-1, Light Industrial zoning district is, *“designed so as to primarily accommodate wholesale activities, warehouses, and industrial operations whose external, physical effects are restricted to the area of the district and in no manner affects in a detrimental way any of the surrounding districts.”*

City Council should consider all of the potential uses that could be developed on this site if it were to be zoned M-1. Some of these more intense uses are highlighted in the table below, compared with the uses permitted under the current B-3 zoning designation.

Use Comparison Table

USE	B-3 General Regional Business	M-1 Light Industrial
General Retail Business	P	
Personal Service (e.g. beauty parlors, barbershops)	P	
Office Uses	P	P
Medical Offices	P	P
Restaurants/Bars	P	P
Gas Stations	S*	
Auto Washes	S*	
Equipment Rental	P	P
Theaters/Assembly Halls	P	
Motor Vehicle Repair/Maintenance	S	S
Indoor/Outdoor Recreational Uses	S	P
Regulated Uses	S*	
Warehousing/Wholesaling/Storage		P
Light Manufacturing/Assembly		P
Medical/Adult Use Marihuana Facilities		P*

P = Permitted by Right S = Special Approval Required Blank = Not Permitted
**Subject to additional siting requirements.*

When reviewing a rezoning request, City Council should review the proposed district's consistency and compatibility with existing adjacent land uses, zoning designations and the future land use map as laid out in the Master Plan:

Existing Land Use and Zoning

Existing adjacent land uses and zoning designations are denoted in the table below:

Existing Land Uses and Zoning

	Existing Land Use	Existing Zoning
Site	Commercial Building (vacant)	B-3, General Business
North (across 12 Mile)	Carpool Lot	No Zoning
South	Industrial/Indoor Recreation	M-1, Light Industrial
East	Industrial Building (Vacant)	M-1, Light Industrial
West	Retail	B-3, General Business

Adjacent land uses consist primarily of commercial and light industrial uses, with an I-75 carpool lot to the north across 12 Mile.

Existing Conditions at Subject site**Future Land Use**

Adjacent future land uses, as envisioned by the 2021 Madison Heights Master Plan, are denoted in the table below:

Future Land Use

	Future Land Use
Site	Industrial
North (across 12 Mile)	Industrial
South	Industrial
East	Industrial
West (across John R)	Industrial

The future land use designation of the subject site is *Industrial*. Per the Master Plan, the Industrial designation is intended to accommodate a “accommodate manufacturing, processing, warehousing, storage of raw materials and intermediate and finished products, industrial service providers, industrial parks, and industrial research activities. These more intense uses are intended for existing industrial areas along Stephenson, I-75 and 14 Mile Road.”

Adjacent future land use designations are primarily industrial.

Transportation

The subject parcel is located just west of the 12 Mile/I-75 divergent diamond interchange. Per the 2021 Master Plan, 12 Mile Road is designated as a principal arterial road and handles regional, passer-by traffic. Per SEMCOG, this stretch of 12 Mile Road handles approximately 25,000 vehicles per day, likely due to its proximity to the I-75 interchange.

Staff Analysis

The subject property is located in a primarily industrial area near the Stephenson industrial corridor and is in close proximity to the 12 Mile/I-75 interchange. Existing zoning, adjacent land uses, and the future land use map lend support to an industrial rezoning. If the M-1 rezoning request is approved, any major re-development on the subject parcel will be subject to site plan approval through the Site Plan Review committee and, if necessary, special land use approval through the Planning Commission and City Council.

Further, any marihuana-related use is subject to the stipulations of the consent judgment between the city and the applicant's affiliate.

Next Step

Based on the aforementioned findings and recommendation of approval from the Planning Commission, staff recommends that the City Council adopt Ordinance #2199 (PRZN 23-02) upon second reading after the required public hearing.

ORDINANCE NO. 2199

AN ORDINANCE TO AMEND ORDINANCE NUMBER 571, BEING AN ORDINANCE CODIFYING AND ADOPTING A NEW CODE OF ORDINANCES FOR THE CITY OF MADISON HEIGHTS BY AMENDING THE ZONING MAP IN CONNECTION THEREWITH.

THE CITY OF MADISON HEIGHTS ORDAINS:

SECTION 1. That the Zoning Map in connection with the Zoning Ordinance of the City of Madison Heights shall be amended so that the zoning on the following described property, to-wit:

T1N, R11E, SEC 14, CR83A-1, PART OF NW 1/4 BEG AT PT ON N SEC LINE DIST S 89-24-00 W 215 FT FROM N 1/4 COR, TH S 89-24-00 W 102.41 FT, TH S 02-01-00 E 456.70 FT, TH N 89-24-00 E 102.67 FT, TH N 02-03-00 W 456.70 FT TO BEG EXC N 60 FT TAKEN FOR HWY. 0.93 ACRES

PIN 44-25-14-127-053. 1035 W. 12 MILE RD.

Shall be changed from B-3, GENERAL BUSINESS [REGIONAL BUSINESS (NEW ZONING ORDINANCE)], to M-1, LIGHT INDUSTRIAL.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 3. This ordinance shall take effect ten (10) days after its adoption and upon publication.

Roslyn Grafstein
Mayor

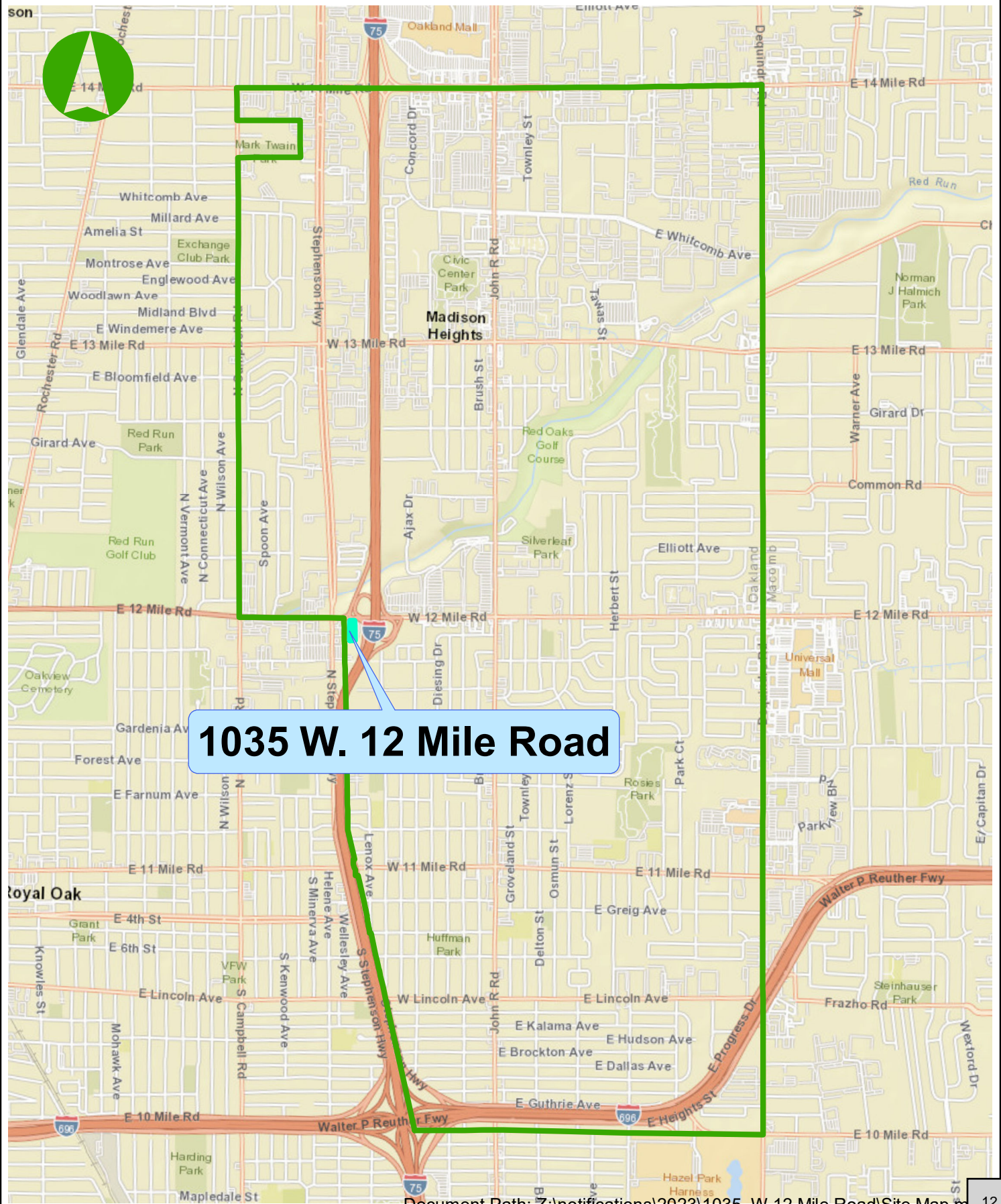
Cheryl E. Rottmann
City Clerk

CERTIFICATION:

I, Cheryl Rottmann, the duly appointed City Clerk of the City of Madison Heights, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Madison Heights City Council at their Regular Meeting held on _____, 2024.

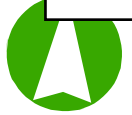
Cheryl E. Rottmann
City Clerk

FIRST READING: May 13th, 2024
PUBLIC HEARING: June 10th, 2024
ADOPTED:
PUBLISHED:
EFFECTIVE:



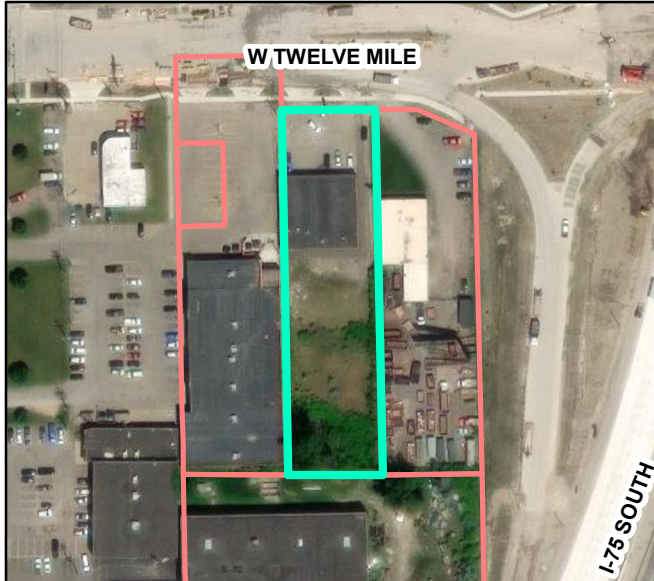
1035 W. 12 Mile Road

Site Address: 1035 W. 12 Mile Road



[Click for maps](#)

Aerial



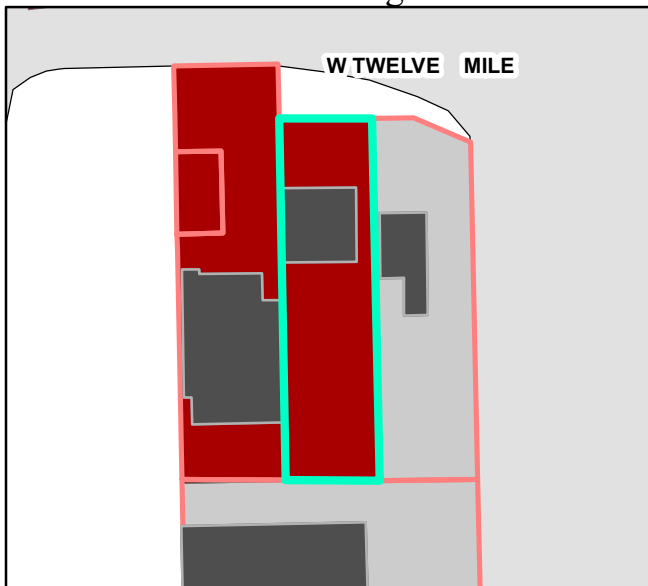
- 1035 W 12 Mile Road
- Parcels

Existing Land Use



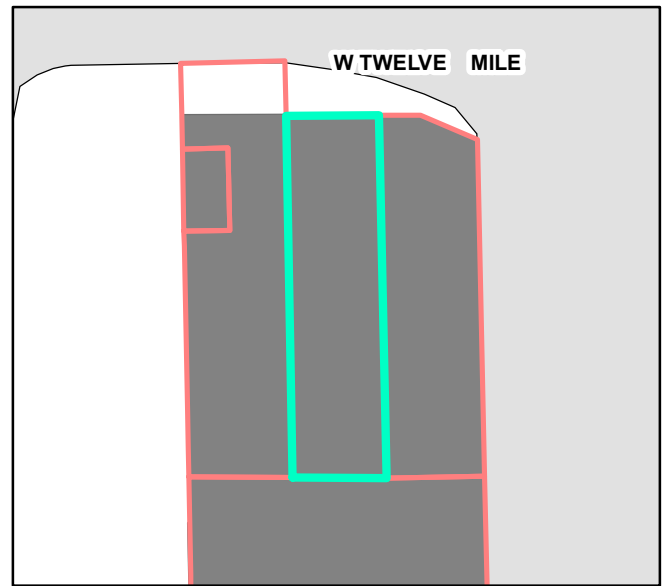
- 1035 W 12 Mile Road
- Commercial
- Buildings
- Industrial
- Parcels

Zoning



- 1035 W.12 Mile Road
- M-1 Light Industrial
- Buildings
- B-3 General Business
- Parcels

Future Land Use



- 1035 W.12 Mile Road
- Industrial
- Parcels



CITY OF MADISON HEIGHTS
PLANNING COMMISSION MEETING MINUTES (DRAFT)

April 16, 2024
 Council Chambers – City Hall
 300 W. 13 Mile, Madison Heights, MI 48071

1. CALL TO ORDER

Chair Champagne called the meeting of the Madison Heights Planning Commission to order at 5:30 p.m.

2. ROLL CALL

Present: Chair Josh Champagne
 Mayor Pro Tem Mark Bliss
 Mayor Roslyn Grafstein
 City Manager Melissa Marsh
 Commissioner Eric Graettinger
 Commissioner Melissa Kalnasy
 Commissioner Cliff Oglesby
 Commissioner Grant Sylvester (arrived @ 5:37 p.m.)

Also Present: City Planner Matt Lonnerstater
 Assistant City Attorney Tim Burns
 Deputy City Clerk

3. EXCUSE ABSENT MEMBERS

Motion by Commissioner Graettinger, seconded by Commissioner Grafstein to excuse Commissioner Sylvester.

Motion carries unanimously.

4. APPROVAL OF THE MINUTES

Motion by Commissioner Graettinger, seconded by Kalnasy to approve the minutes of the regular Planning Commission meeting of March 19, 2024.

Motion carries unanimously.

PUBLIC HEARING

5. **Rezoning Request No. PRZN 23-02** by Isam Yaldo to rezone one (1) parcel of land located at 1035 W. 12 Mile Road (TM# 44-25-14-127-053) from B-3, General Business, to M-1, Light Industrial district.

City Planner Lonnerstater reintroduced the rezoning request PRZN 23-02 which was postponed from the meeting on November 21, 2023. The applicant and property owner, Isam Yaldo is now formally requesting to rezone one parcel of land located at 1035 W. 12 Mile Road from B-3, General Business district, to M-1, Light Industrial district. The property owner intends to purchase

the property at 1031 W. 12 Mile Road and combine the two properties into a single parcel, and lease the parcel to Artic Fox, who will develop the property for marihuana-related uses. The applicant has applied to rezone the subject property to M-1, Light Industrial, to enable the parcel combination and allow for the development of a medical/adult-use marihuana growing, processing, and provisioning facility per the settlement agreement. The adult use and medical facilities map outside of the zoning ordinance would need to be amended and added to the same agenda as the final reading of Ordinance 2198 - New Zoning Ordinance and Zoning Maps. The rezoning approval applies to the current parcel unless it gets changed.

Chair Champagne opened the floor for public comment at 5:45 p.m. Seeing none, public comment was closed at 5:46 pm.

City Manager Marsh explained that there will be a new green zone map and this parcel may be removed if there was a use going there that wasn't needed in the green zone. Col's Place changed from M-1 to B-3 and removed itself from the green zone because it no longer met the qualifications.

Assistant City Attorney Burns added there may be some envisions to the green zone map after the litigation is resolved. If the rezoning request is not approved the applicant can potentially have a judge order for it to be approved. Or it could disrupt the whole settlement agreement and we would be back in court on that case.

Motion made by Commissioner Sylvester, Seconded by Commissioner Grafstein, to recommend to City Council approval of the requested rezoning of 1035 W. 12 Mile Road (parcel #44-25-14-127-053) from B-3, General Business, to M-1, Light Industrial, after the required public hearing, based upon the following findings:

1. The M-1 district permits a range of industrial, warehousing, office, recreational, and limited retail uses which are generally appropriate for the subject site.
2. The intent of, and the uses permitted within, the M-1 district are generally compatible and consistent with adjacent industrial and commercial land uses.
3. The M-1 district is compatible with adjacent B-3 and M-1 zoned parcels.
4. The M-1 district is aligned with the "Industrial" future land use designation for the site and does further the land use goals and objectives of the adopted 2021 Madison Heights Master Plan

Voting Yea: Bliss, Champagne, Graettinger, Grafstein, Kalnasy, Marsh, Oglesby, and Sylvester

Motion Carried.

6. PUBLIC COMMENT - For items not listed on the agenda

Chair Champagne opened the floor for public comment at 5:53 p.m. Seeing none, public comment was closed at 5:54 pm.

7. PLANNER UPDATES

City Planner Lonnerstater updated the Commissioners on the Zoning Ordinance #2198 adoption. City

Council approved the first reading of Zoning Ordinance Rewrite at their meeting on April 8, 2024. Council has scheduled a second and final reading and public hearing for the May 13th, 2024, City Council meeting. Madison Heights is a participant in a safe street for all Regional Transportation Plan with our surrounding communities. It's an action plan and the federal goal for zero pedestrian deaths and fatalities. City Planner Lonnerstater and Commissioner Champagne are members of the Safety Action Plan Committee. Once the plan is adopted it will open for implementation grant funding opportunities. The action plan is expected to be complete in a year and includes some public input opportunities. The goal is for each community to adopt an action plan before we can implement grants and specific projects. The City of Ferndale is the lead municipality and Tool is their consultants. The Southeast Oakland County Safe Streets Plan includes Oak Park, Ferndale, Pleasant Ridge, Berkley, Hazel Park, Madison Heights, and Huntington Woods. Royal Oak applied for their own Safety Action Plan which explains why they aren't part of our group. Madison Heights received the Planning Grant and has contributed at least \$8,000 to this action plan. The Open House is scheduled for Wednesday, May 8th from 6 to 7:30 p.m. at the Pleasant Ridge Community Center. City Planner Lonnerstater gave an update on the status of Chipotle, Goodwill, and Quality Roots. Eleven Mile Streetscape Plan, the Downtown Development Authority (DDA) authorized funding for potentially a four to three lane conversion. Commissioner Graettinger is on the wait list for the Michigan Association of Planning (MAP) Planning and Zoning Workshop on Monday, April 29th.

Mayor Grafstein noted that Oak Park, Hazel Park, and Madison Heights are part of the Justice Forty (40) and she is on the task force.

City Manager Marsh added that Justice Forty (40) are census tracts of underprivileged areas within each community that are deemed that way due to education levels, transportation, or different types of economic hardship conditions. Madison Heights has three Justice Forty tracts. Eleven Mile Streetscape Plan is for Eleven Mile Road from I-75 just pass Wood Pile which cost an additional \$26,000. Funding for new bus stops and benches is part of the Eleven Mile Streetscape Plan. Madison Heights has partnered with Smart to update the bus stops around the city and currently enhancements are scheduled on John R Road for the summer of 2026.

8. PUBLIC COMMENT

Meeting adjourned by Chair Champagne at 6:05 p.m.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the **City Council** for the City of Madison Heights will hold a public hearing on **Monday, June 10th, 2024 at 7:30 p.m.** in the City Hall Council Chambers, 300 West Thirteen Mile Road, Madison Heights, Michigan 48071, to consider the following rezoning request:

Rezoning Request No. PRZN 23-02 by Isam Yaldo, 31000 Northwestern Highway #110, Farmington Hills, MI 48334, to rezone one (1) parcel of land located at 1035 W. 12 Mile Road (TM# 44-25-14-127-053) from B-3, General Business district, to M-1, Light Industrial district.

The application and any supporting documents can be viewed during regular business hours at the Community and Economic Development Department. In addition, the agenda item can be viewed online after 4:00 p.m. on the Friday prior to the meeting at www.madison-heights.org in the Agenda Center.

For further information, please contact the Community and Economic Development Department at (248) 583-0831.

Cheryl Rottmann, CMC
City Clerk
(248) 583-0826

MP News Publication: May 22nd, 2024



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/10/24

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: DPS - Cost Participation Agreement – 2024 LRIP Program: Ajax Drive

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

For the past eight years the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements. Oakland County has offered the program again for 2024, and we have been awarded the maximum grant amount of \$85,581 for sectional concrete repairs on Ajax Drive. The LRIP grant will be applied to our upcoming 2024 project for this street, which will offset a budgeted project cost of \$250,000

RECOMMENDATION:

Staff recommends that City Council approve the Cost Participation Agreement for the 2024 LRIP program, and authorize the Mayor to electronically sign on behalf of the City.

MEMORANDUM

Item 3.

DATE: May 31, 2024
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Cost Participation Agreement – Oakland County Local Road Improvement Program (LRIP): Ajax Drive

For the past eight years the City has successfully participated in Oakland County's Local Road Improvement Program (LRIP), which is designed to assist local units of government with needed local road improvements. The program funding for each eligible city or village is based on a formula involving road mileage, population, and overall crash data. Since the inception of this program, the City has received \$523,942 in County grant funding. These funds were used to offset the cost of much-needed repairs to Whitcomb Avenue, Research Park, Tech Row, East Lincoln Avenue, Barrington Street, East and West Mandoline Avenue, and Commerce Drive.

Oakland County has offered the program again for 2024, and we have been awarded the maximum grant amount of \$85,581 for sectional concrete repairs on Ajax Drive. This road has been on our priority repair list for a number of years and we have addressed critical repairs as funding has permitted. The LRIP grant will be applied to our upcoming 2024 project for this street, which will offset a budgeted project cost of \$250,000.

Staff recommends that City Council approve the Cost Participation Agreement for the 2024 LRIP program, and authorize the Mayor to electronically sign on behalf of the City.

Department of Public Services
City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071

p: (248) 589-2294 | f: (248) 589-2679 | e: DPS@Madison-Heights.org



(248) 858-0100 | boc@oakgov.com

May 23, 2024

Greetings,

We are pleased to inform you that the Board of Commissioners has approved your application for funding under the 2024 Local Road Improvement Program. Poor conditions on our roads create an impediment to the economic development of our community and diminish the excellent quality of life our residents expect. Oakland County is proud to be a partner with your local government to provide much needed investment in our local transportation infrastructure.

For execution, you will receive a separate email requesting a digital signature on your Cost Participation Agreement. This email will come from JoAnn Stringfellow/Oakland County eSign at the email address: adobesign@adobesign.com. If you are not the designated signer, please click the “**DELEGATE**” link in the email and enter the name and email address of the appropriate individual. Following approval by your governing authority as applicable, and execution of the agreement, please electronically sign the agreement. If you require additional signature lines, please email aubrya@oakgov.com. All signers will automatically receive a digital sealed copy of the executed document for your records.

After you receive the digital sealed and executed agreement, you can invoice our office as instructed in the agreement for payment. Emailed invoices are preferred. Upon project completion, a report should be submitted to verify the funds were used in accordance with the terms of the agreement.

If you have any questions regarding the program or agreement, please feel to contact Amy Aubry, Analyst of the Board of Commissioners, at 248-425-7056 or aubrya@oakgov.com.

Sincerely,

The Oakland County Board of Commissioners

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM

COST PARTICIPATION AGREEMENT

Concrete Replacement of Ajax Drive from Public Services Building to John R Road

City of Madison Heights

Board Project No. 2024-18

This Agreement, made and entered into this date, _____, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Madison Heights, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Concrete Replacement of Ajax Drive from Public Services Building to John R Road, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2024. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$335,578; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$85,581, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.
2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$85,581. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$85,581.

- a. The Invoice shall be sent to:

Amy Aubry, Analyst
Board of Commissioners
1200 N. Telegraph, Bldg 12E
Pontiac, MI 48341
aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$85,581 from funds available in the PROGRAM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____
David T. Woodward

Its: Chair

COMMUNITY

By: _____

Its: _____

COMMUNITY

By: _____

Its: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/10/24

PREPARED BY: Police Chief Brent LeMerise

AGENDA ITEM CONTENT: Recommendation to approve the updated Oakland County Tactical Training Consortium agreement (OAK-TAC)

AGENDA ITEM SECTION: Reports

BUDGETED AMOUNT: 0

FUNDS REQUESTED: 0

FUND:

EXECUTIVE SUMMARY:

Attached is the updated Oakland County Tactical Consortium Agreement which amends and replaces the Interlocal Agreement that was established in 2012. The new agreement cleans up existing language in the document, adds three "trustee" positions to the board, and allows the board to appoint a fiduciary, which will be Oakland County Emergency Management.

RECOMMENDATION:

I recommend approval and continuation of the OAK-TAC agreement under the new conditions.

MADISON HEIGHTS POLICE DEPARTMENT
280 W. Thirteen Mile Rd. Madison Heights, MI 48071
Phone: 248-585-2100 Fax: 248-585-8090

Brent S. LeMerise
Chief of Police

Jeffrey M. Filzek
Deputy Chief of Police

TO: Melissa Marsh, City Manager
FROM: Brent LeMerise, Police Chief
DATE: April 29, 2024
SUBJECT: Recommendation to extend Oakland County Tactical Consortium (OAK-TAC) Agreement

In 2012, Oakland County established the Oakland County Tactical Consortium (OAK-TAC) to address the needs of Oakland County agencies regarding training procedures, additional personnel, and resources for emergency incidents. The City of Madison Heights entered into the OAK-TAC Agreement in 2013.

Attached is the updated OAK-TAC Agreement which amends and replaces the Interlocal Agreement that was established in 2012. The new agreement cleans up existing language in the document, adds three (3) "trustee" positions to the board, and allows the board to appoint a fiduciary, which will be Oakland County Emergency Management. The City of Madison Heights is still budgeted for annual membership, and there is no discussion of raising membership dues, and no additional costs to our city. There is still a 30-day cancellation clause if the City of Madison Heights chooses to terminate the agreement.

I have reviewed the agreement and there was nothing of concern located within the document, therefore I recommend the City of Madison Heights extend the OAK-TAC Agreement. I am forwarding it to you to present to the City Council for approval. If the City Council approves the extension, OAK-TAC is requesting the agreement be signed and returned by July 1, 2024.

Respectfully submitted,



Brent LeMerise
Police Chief

OAKLAND COUNTY TACTICAL CONSORTIUM AGREEMENT

This Agreement is made and entered into by and among the undersigned entities, which are collectively referred to in this Agreement as the “Members” or individually as a “Member”.

In 2012, certain Members entered into an Interlocal Agreement Formally Establishing the Oakland County Tactical Training Consortium (OAK-TAC), and they now wish to amend and replace the existing agreement by executing this Agreement.

Members may include law enforcement agencies, other governmental entities, and non-governmental entities who share a common interest in the goals of OAK-TAC.

The purpose of this Agreement is to establish and document an organizational framework of collaboration and cooperation for OAK-TAC and its Members, who have a common interest in coordinating and standardizing training, communication, policies, and tactical response and recovery techniques.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Members agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - b. **Board** means OAK-TAC’s Board of Directors.
 - c. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Member, or for which a Member may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Fiduciary Member** means a Non-Voting or Voting Member appointed by the Board.
 - f. **Non-Voting Member** means an OAK-TAC Member that signs this Agreement and is not a law enforcement agency in Oakland County.
 - g. **Voting Member** means an OAK-TAC Member that signs this Agreement and is a law enforcement agency in Oakland County.
2. **AGREEMENT EXHIBITS.** The attached Exhibit A, Oakland County Tactical Consortium Bylaws (“Bylaws”), and any amendments thereto, are incorporated into and part of this Agreement.

3. **PURPOSE & OBJECTIVES OF OAK-TAC.** The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics ("SWAT"), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organization.
4. **POWERS OF THE BOARD.** The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; and to call for investigations of incidents involving the Members. The Board shall also have any other power or duty that has not been delegated to the Members in this Agreement and in the Bylaws.
5. **NON-EXCLUSIVE TRAINING.** No Member is obligated by this Agreement to use OAK-TAC exclusively for training and is expressly allowed to train internally or participate in other training programs.
6. **FUNDING.** OAK-TAC and its Board of Directors are not legal entities, so the Board shall appoint a Fiduciary Member, according to the process herein. The Fiduciary Member shall receive any income generated by OAK-TAC through its Members' dues and training events. The Fiduciary Member shall not decide the allocation of funds. The allocation of OAK-TAC funds shall be decided by the Board.
7. **NEW MEMBERSHIP.** An entity that wishes to become a Member of OAK-TAC must make its request to the Board Secretary. Membership shall be approved upon a two-thirds (2/3) vote of the Voting Members. If approved, that entity must become a signatory and execute this Agreement within 6 months of approval by the Board to become a Member of OAK-TAC.
8. **DUES.** All Members shall be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
9. **COMPENSATION.** No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.
10. **MEMBER INSURANCE REQUIREMENTS.** Each Member shall have adequate insurance or self-insurance coverage to protect it from any Claims arising under or related to this Agreement and its participation in OAK-TAC.

11. **REMOVAL OF MEMBERS.** A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
12. **DURATION OF AGREEMENT.**
 - a. This Agreement and any amendments hereto shall be effective when executed by the Members. Voting and Non-Voting Members that are governmental entities must also have resolutions passed by their governing bodies, and this Agreement and any amendment must be filed in accordance with MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered into the official minutes of each governmental entities' governing bodies.
 - b. This Agreement shall remain in effect for so long as two or more Voting Members remain and the Agreement is not terminated in accordance with Section 13.b.
13. **TERMINATION OR CANCELLATION OF AGREEMENT.**
 - a. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
 - b. This Agreement shall be terminated upon a unanimous vote of all Voting Members.
14. **ASSETS UPON TERMINATION.** Upon termination of this Agreement, any expenses or outstanding liabilities shall be paid with OAK-TAC's funds. Any remaining funds shall be distributed to the existing Members on an equitable basis, as determined by the Board.
15. **AGREEMENT MODIFICATION OR AMENDMENT.** Any modifications, amendments, restatements of this Agreement, rescissions, waivers, or releases to this Agreement must be in writing and agreed to by all Members. Unless otherwise agreed, the modification, amendment, reinstatement, rescission, waiver, or release shall be signed by the same persons who signed the Agreement or other persons authorized by law. Notwithstanding the language herein, an amendment to add an additional member pursuant to Section 7 shall only require the additional member to become a signatory to this Agreement and they must forward their signature page to the Board.
16. **NO EMPLOYER-EMPLOYEE RELATIONSHIP.** This Agreement does not establish an employer-employee relationship between the Members (including the Board). No liability, right, or benefit associated with any employer-employee relationship shall be implied by the terms of this Agreement or the services or training performed pursuant to this Agreement.
17. **LIABILITY FOR MEMBER EMPLOYEES.** Each Member shall be responsible and liable for any disability and workers' compensation benefits, including derivative benefits, dependent benefits or other benefits related to disability and workers' compensation benefits, for its own employees.
18. **COMPLIANCE WITH LAWS.** Each Member shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
19. **PERMITS AND LICENSES.** Each Member shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this

Agreement. Upon request by the Board, a Member shall furnish copies of any permit, license, certificate, or governmental authorization to the Board.

20. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Member shall be responsible for any Claims made against that Member by a third party, and for its own acts and the acts of its employees, agents, and subcontractors arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** In any Claim that may arise from the performance of this Agreement, each Member shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- c. **No Indemnification.** No Member shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by any other Member or any of its agents in connection with any Claim.
- d. **Authorization and Completion of Agreement.** The Members have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Member have legal authority to sign this Agreement and bind the Members to the terms and conditions contained herein.

21. **DISCRIMINATION.** Members shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

22. **DELEGATION OR ASSIGNMENT.** No Member shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Members.

23. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Members. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Member.

24. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Members, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

25. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Member to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Member shall subsequently affect its right to require strict performance of this Agreement.

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

27. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
28. **NOTICE.** Any written notice required or permitted under this Agreement shall be considered delivered to a Member as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service, or the next business day with a written response or receipt of confirmation, if sent by e-mail. Each Member is responsible for ensuring the Board has its updated physical and e-mail addresses for notice under this Agreement. The Board will maintain this list and provide it to a Member upon request.
29. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
30. **SURVIVAL OF TERMS.** The Members understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. **COUNTERPARTS & ELECTRONIC SIGNATURE.** This Agreement, including any amendments, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, and any amendments, it shall not be necessary to produce or account for more than one such counterpart executed by the Member against whom enforcement of this Agreement is sought. Signature to this Agreement transmitted by facsimile transmission, by electronic mail in portable format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.
32. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Members, and supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Members. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Member.

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

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

WITNESSED: _____ DATE: _____
 Oakland County Board of Commissioners
 County of Oakland

OAKLAND COUNTY SHERIFF'S OFFICE

By: _____
 Print Name: Michael J. Bouchard
 Title: Sheriff
 Date: _____

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

EXECUTED: _____ DATE: _____
 [insert name of official, title, and name of public body]

WITNESSED: _____ DATE: _____
 [insert name, title]

(INSERT ENTITY'S NAME)

By: _____
 Print Name: _____
 Title: _____
 Date: _____

EXHIBIT A**BYLAWS OF OAKLAND COUNTY TACTICAL CONSORTIUM****ARTICLE I***Name, Purpose, and Definitions*

- 1.1. Name. The name of this Consortium shall be the “Oakland County Tactical Consortium”, also referred to as “OAK-TAC”.
- 1.2. Purpose and Objectives. The purpose and objectives of OAK-TAC are as follows:
 - a. to provide professional training and leadership to law enforcement personnel;
 - b. to establish and implement cooperative programs and activities for training and response in small squad tactics and use of weapons, such as, but not limited to, hostage situations, events requiring use of special weapons and tactics (“SWAT”), Mobile Field Force, active assailant and terrorist situations, and Homeland Security Defense;
 - c. to promote education and safety in the use of special tactics;
 - d. to establish a forum for the free exchange of ideas regarding training by various law enforcement personnel; and
 - e. to establish coordinated response and recovery protocols, policy recommendations, and training for significant events requiring a multi-agency law enforcement response, as permitted in the Mutual Aid Agreement implemented by the Oakland County Chiefs of Police organizations.
- 1.3. Definitions. Any words or expressions defined in the Oakland County Tactical Consortium Agreement shall have the same meaning in these Bylaws.

ARTICLE II*Membership*

- 2.1. Request for Membership. Any political subdivision in Oakland County that has law enforcement personnel and provides law enforcement services may be eligible to become a Voting Member of OAK-TAC. This includes colleges and universities in Oakland County that provide public safety coverage through the use of sworn police personnel. Any other legal entity whose membership would benefit OAK-TAC through training, partnerships, or other supporting functions, may be eligible to become a Non-Voting Member of OAK-TAC.

All requests for membership shall be made in writing to the Secretary of OAK-TAC stating the prospective member’s ability to meet all of the requirements set forth in the Agreement. The request must be made by an authorized signor from the prospective member.

- 2.2. Receipt of Membership Request. The Secretary shall send a copy of the request for membership to each Voting Member. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.
- 2.3. Approval. Approval of membership shall be granted upon a two-thirds (2/3) vote of the Voting Members. Upon approval, the prospective member can execute the Agreement in accordance with the terms therein to become a Member.
- 2.4. Removal. A Member may be removed upon a two-thirds (2/3) vote of the Voting-Members. The removed Member shall not receive any refund or compensation from OAK-TAC.
- 2.5. Withdrawal. Any Member may terminate their participation in OAK-TAC and withdraw from OAK-TAC for any reason upon a minimum of 30 Days' written notice before the effective date of termination or cancellation. The written notice must be sent to all of the Board Members, and the effective date for termination or cancellation shall be clearly stated in the notice. The terminating Member shall not receive any refund or compensation from OAK-TAC.
- 2.6. Representation. Each Voting Member shall be represented by its Sheriff, Chief of Police, Director of Public Safety, Chief Executive Officer, or a designee of the Sheriff, Chief of Police, Director of Public Safety, or Chief Executive Officer.
- 2.7. Voting. Each Voting Member, or designated representative, present at a meeting, shall have one (1) vote on all items brought before the Board for Voting Members, and must be present in person at the meeting to cast their vote.
- 2.8. No Compensation. No Members, including Board Members, shall receive any compensation from OAK-TAC for the performance of their duties. However, a Member may be reimbursed for costs that Member incurred as a result of business meetings or other expenses directly related to OAK-TAC activities, if such costs are approved by the Board.

ARTICLE III

The Board, the Officers, and the Fiduciary Member

- 3.1. Officers. The Board shall consist of the following Officers: President, Vice President, Secretary, Treasurer, and three Trustees.
- 3.2. Term of Office. Each Officer's term of office shall be from January 1st to December 31st of each year, until such successor is duly elected.
- 3.3. Election of Officers. The election of Officers shall be conducted at the first regularly scheduled meeting where a quorum is present after September 30th of each year. Officers elected before January 1st shall take office on January 1st. If there is not a quorum at a regularly scheduled meeting between September 30th and December 31st of any year, the Officers of OAK-TAC shall be elected at the first regularly scheduled meeting when a quorum is present after January 1st, and the Officers shall commence their terms immediately. Officers shall be elected by a majority vote of the Voting Members present and voting at a duly constituted meeting.

- 3.4. Vacancies. If an Officer vacates their position mid-term for any reason, nominations shall be made and voted on at the next regularly scheduled meeting or at a special meeting called by the President, or, in the President's absence, the Vice President of OAK-TAC.
- 3.5. Removal. An Officer may be removed from the Board with or without cause upon a two-thirds (2/3) vote of the Voting Members.
- 3.6. Duties of Officers. The President shall be the chief Officer of OAK-TAC. The President shall preside over all meetings of OAK-TAC and set the meeting agenda. The President shall call meetings as necessary, as requested by a majority of the Voting Members, or on an emergency basis. The President shall also have the power to appoint an at-large member or members to assist the Board with special projects or assignments during their term in office.

The Vice President shall assume the duties of the President if the President is absent or unavailable for any reason.

The Secretary shall assume the duties of the President if the President and the Vice President are absent or unavailable. The Secretary shall keep the records and minutes of OAK-TAC and shall provide each Member of OAK-TAC with a copy of the meeting minutes from the last meeting in advance of the next regularly scheduled meeting. The Secretary shall also maintain a roster of Members (with their physical and e-mail addresses), the Agreement, these Bylaws, and all other OAK-TAC documentation. It shall be the Secretary's duty to receive and acknowledge all communications of OAK-TAC, and perform such duties as assigned by the President.

The Treasurer shall be responsible for the management and oversight of the financial affairs, including facilitating the adoption of an annual budget, completing invoices, as well as reviewing and approving the payment of expenses by the Fiduciary Member.

The Trustees shall only have the power to vote.

- 3.7. Powers of the Board. The Board of Directors shall have the power and duty to establish policies and procedures for meetings; to determine topics of training; to implement training programs; to select training instructors and personnel; to provide for equipment, protective gear and venues for training; to schedule dates and times for training; to establish criteria for those eligible for specific trainings; to establish communication protocol between multiple agencies; to resolve disputes between or among Members; to call for investigations of incidents involving the Members. and to perform any other function stated in the Agreement and these Bylaws. The Board shall also have any other power or duty that has not been delegated to the Members in the Agreement and in these Bylaws.
- 3.8. The Fiduciary Member. The Fiduciary Member of OAK-TAC shall be appointed upon a two-thirds (2/3) vote of the Board. The Fiduciary Member shall be the custodian and sole depositor of OAK-TAC's funds and shall disburse such funds as herein authorized or upon approval of the Board. The Fiduciary Member shall render a complete summary of any income, disbursements, and balances, whenever requested by the Board, and to the Members at each regularly scheduled meeting. A written copy of the same shall be made available to any Member upon request.

ARTICLE IV

Meetings

- 4.1. Regular Meetings. Regular meetings of OAK-TAC shall be held on dates approved by the Board that shall allow the majority of Voting Members to attend.
- 4.2. Special Meetings. Special meetings of OAK-TAC may be called by the President, or by a majority vote of the Voting Members. The place and time shall be determined by the President. Members must receive at least five (5) days' notice with the place and time of the special meeting stated in the notice.
- 4.3. Rules of Order. The most recently published version of Robert's Rules of Order shall be the parliamentary authority of the Board and shall govern proceedings of the Board and its Committees. Bylaws adopted by the Board that conflict with Robert's Rules of Order shall supersede any conflicting rules.
- 4.4. Motions requiring special procedures. All proposed motions for termination of OAK-TAC or decisions regarding assessments and/or dues to each Member must be announced at a meeting at least one month prior to the meeting where a vote on such a motion is scheduled.
- 4.5. Quorum. Unless otherwise stated herein, a quorum shall be required for the conduct of any business at regular or special meetings. A quorum for an action of the Voting Members shall be the minimum number of Voting Members required to pass that item. A quorum for an action of the Board shall be five (5) Officers; however, unless otherwise stated herein, approval of any item before the Board shall only require a majority vote of the Board.
- 4.6. Attendance. Any Voting Member whose designated representative fails to attend three (3) consecutive meetings of OAK-TAC within one calendar year should be notified of such absences by the Secretary.
- 4.7. Fiduciary Duties. Members are under a fiduciary duty to conduct the activities and affairs of OAK-TAC in the best interests of OAK-TAC. The Members shall discharge this duty in good faith. In the event that any Members of OAK-TAC, including the Board, are faced with a conflict of interest between their fiduciary duty to OAK-TAC and the duty owed to their organization, those Members should refrain from voting on the issue that presents a conflict of interest.

ARTICLE V

Dues, Fees, and Other Charges

- 5.1. Dues. All Members will be responsible for annual dues. Different rates will be set for Non-Voting and Voting Members. The rates and due dates shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.

- 5.2. Fees and Other Charges. Fees or other charges assessed by OAK-TAC, including any conditions of payment (i.e., due dates), shall be set and approved upon a two-thirds (2/3) vote of the Voting Members.
- 5.3. Failure to Pay. The failure of any Member to pay dues, fees, or other charges within ninety (90) days of the due date may result in that Member's forfeiture from OAK-TAC without a vote. Reinstatement shall be granted upon a two-thirds (2/3) vote of the Voting Members and payment of all arrears.
- 5.4. Annual Dues will not be Prorated. If new prospective members are accepted for Membership after the annual dues have been assessed for that year, they will not be responsible for the annual dues that year. The new Members will be responsible for annual dues starting the following year.

ARTICLE VI

Committees

Special Committees and Sub-Committees. The Board may establish such committees and sub-committees as necessary to conduct the OAK-TAC's business. Ad hoc committees may be established by a majority vote of the Board for short-term purposes; however, any committee whose active work continues for greater than one (1) year shall be considered a standing committee, except by majority vote of the Board. Standing committees may be established by a majority vote of the Board.

ARTICLE VII

Amendments

- 7.1. Requirements. These Bylaws may be amended at any regular or special meetings of the Board by a two-third (2/3) vote of the Voting Members and in the following manner:
- a. Any Voting Member in good standing at a regular meeting may propose an amendment, alteration, revision, or addition to these Bylaws.
 - b. A written copy of the proposed amendment, alteration, revision, or addition shall be filed with the Secretary.
 - c. The Secretary shall include the proposed amendment, alteration, revision, or addition in the minutes, and read the proposal at two successive meeting, and it shall be voted upon at the second successive meeting.
- 7.2. Effective Date. Amendments to these Bylaws shall be effective thirty (30) days after they are approved; unless a longer period of time is designated by a majority vote of the Board.

City Council Special Meeting
Madison Heights, Michigan
May 28, 2024

A City Council Special Meeting was held on Tuesday, May 28, 2024 at 6:30 PM at City Hall
Executive Conference Room - 300 W. 13 Mile Road

PRESENT

Mayor Roslyn Grafstein
Mayor Pro Tem Mark Bliss
Councilman Sean Fleming
Councilman William Mier
Councilor Emily Rohrbach
Councilman David Soltis
Councilor Quinn Wright (arrived at 6:39 p.m.)

OTHERS PRESENT

City Manager Melissa Marsh
Assistant City Attorney Tim Burns
Deputy City Manager/City Clerk Cheryl Rottmann
Community and Economic Development Director Giles Tucker
City Planner Matt Lonnerstater

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

CM-24-103. Discussion on the Purchase of Real Estate.

Motion to enter Closed Session to discuss Purchase of Real Estate as permitted under
Section 8 of the Open Meetings Act.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Mier.

Voting Yea: Mayor Grafstein, Mayor Pro Tem Bliss, Councilman Fleming,
Councilman Mier, Councilor Rohrbach, Councilman Soltis

Absent: Councilor Wright

Motion Carried.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 7:05 p.m.

City Council Regular Meeting
Madison Heights, Michigan
May 28, 2024

A City Council Regular Meeting was held on Tuesday, May 28, 2024 at 7:30 PM at City Hall - Council Chambers, 300 W. 13 Mile Rd.

PRESENT

Mayor Roslyn Grafstein
Mayor Pro Tem Mark Bliss
Councilman Sean Fleming
Councilman William Mier
Councilor Emily Rohrbach
Councilman David Soltis
Councilor Quinn Wright

ALSO PRESENT

City Manager Melissa Marsh
Assistant City Attorney Tim Burns
Deputy City Manager/City Clerk Cheryl Rottmann

The invocation was given by Councilor Rohrbach and the Pledge of Allegiance followed.

APPROVAL OF AGENDA:

Councilor Rohrbach requested that Agenda Item No. 4, *National Gun Violence Awareness Day Proclamation*, be moved to presentations.

PRESENTATIONS:

National Gun Violence Awareness Day Proclamation

Mayor Grafstein read the proclamation and presented the proclamation to Jane Strunk from South Oakland Chapter of Moms Demand Action for Gun Sense in America. Ms. Strunk thanked Council for adopting the proclamation noting it is important to honor and remember the victims of gun violence. She stated that Moms Demand Action are available for presentations for the community as well. Please reach out to Besmartforkids.org or Momsdemandaction.org for more information and upcoming activities.

CM-24-104. Special Approval PSP 24-03 - Wash Pointe Car Wash [Modifications to Vacuums] - 28245 John R Road – POSTPONED.

City Manager Marsh reviewed the application for Special Approval PSP 24-03 from Wash Pointe Car Wash for modifications to vacuums at 28245 John R Road.

Mayor Grafstein opened the public hearing at 7:43 p.m.

The owner and applicant, Steve Gunn and the General Manager Brian Wyckle provided an overview of their proposal. They are requesting upgrades to modernize their business model and provide an upgraded service for their customers with a more efficient service. He stated that the new system will be enclosed inside the building in a centralized unit and be quieter than the existing canister units. In addition, the vacuums will be automatically shut off at 8 p.m., also reducing noise for the surrounding area. Studies show that 38 decibels are present at full capacity inside the building. The current canisters are 60 decibels for each unit and are located outside of the building. The upgrade will decrease noise pollution, improve quality of service for customers, and improve their business model to remain competitive with the current trends in the industry.

The following opposed the Special Approval:

Thomas Burry

Kevin Trabucchi (in an email)

Mayor Grafstein closed the public hearing at 8:54 p.m.

Motion to DENY Special Approval request number PSP 24-03 based upon the following findings pertaining to the special approval criteria of section 10.201(4):

1. The applicant and property owner requests a modification to a previously approved Special Approval application for Wash Pointe Car Wash, located at 28245 John R Road. The applicant owns and operates the car wash and requests to increase the number of exterior vacuum spaces from four (4) to eight (8). The property is zoned B-3, General Business.
2. The subject site is zoned B-3, General Business, which is intended to, “provide sites for more diversified business types and are often located so as to serve passer-by traffic.” The proposed modifications ARE NOT consistent with the intent of the B-3 zoning district and ARE NOT compatible with the principal uses permitted by-right in the B-3 zoning district.
3. The subject site is immediately adjacent to properties improved with, and zoned for, residential and commercial uses, and is located across the street from auto-oriented uses and commercial zoning. The proposed modifications ARE NOT compatible with adjacent land uses.
4. The proposed modifications ARE NOT consistent with the site’s “Commercial” future land use designation and ARE NOT aligned with the goals and objectives stated in the 2021 Madison Heights Master Plan.
5. The proposed modifications ARE NOT designed as to location, size, intensity, site layout, and periods of operation to eliminate any possible nuisances which might be noxious to the occupants of any nearby properties.
6. Based on the above findings, the proposed modifications DO NOT generally satisfy the Special Approval review standards and criteria listed in Section 10.201(4).

Motion made by Councilman Fleming, Seconded by Councilman Soltis

In response to Mayor Pro Tem Bliss, City Planner Lonnerstater confirmed that he could not find formal approval of more than two vacuums on the site. He added that since the location does have four vacuums, it would be prudent to work with the City Attorney to remedy the issue with the owner.

Mr. Gunn stated that it was his understanding in 2005 they were approved for four vacuums, and they have always had the four vacuums since the initial approval. He submitted pictures of other car washes that have less footprint than Wash Pointe with vacuums. He reiterated that from outside the building the noise will be less with the new system, and no customers can use the vacuums after 8 p.m. He added that they religiously take care of the business and keep it clean.

In response to Mayor Grafstein, Mr. Gunn confirmed they are not expanding the business, just putting in a quieter vacuum system. It is a more modern way that customers use the system. They want to change with the times and be competitive.

Councilman Mier stated that the current vacuums are available 24 hours, and the new ones will be shut down at 8 p.m. He stated he has concerns on how cars will navigate with the nine proposed vacuums.

Mr. Burry stated the complaints are about the customer noise and trash and the increase in traffic. More vacuums will be more noise. He expressed concerns about the noise the pumper truck makes at the location and the times it is being used.

In response to Mayor Grafstein, Mr. Gunn stated the pumper truck is once a year and takes about three hours. He stated they would try to schedule during later hours, but they must work around the contractor's schedule.

Assistant City Attorney Burns noted the business is not using the approved dumpster and is not in compliance with approved site plan; the City would like compliance with site plan.

Mayor Pro Tem Bliss stated that he would like to see if there is a digital record of the original approval. He would like to have more information on the traffic flow and possible increase in noise due to more vehicles at the property lines. He stated that he is currently opposed to approval and suggested the applicant resubmit at a later date.

Motion to POSTPONE action on Special Approval PSP 24-03, Wash Pointe Care Wash for modifications to vacuums at 28245 John R Road until supplemental information can be submitted and staff recommends it to return for consideration.

Motion by Councilor Rohrbach, Seconded by Councilman Fleming

City Planner Lonnerstater advised that if the Special Approval was denied tonight, this site in the City's new Zoning Ordinance is a legal non-conforming use and a Special Approval may not be allowed to be resubmitted. A postponement, however, would allow the Special Approval request to continue. Staff can work with the applicant to do more research on vacuums, dumpsters, and circulation.

Councilor Wright added that he would like clarification on noise impact as well.

Mayor Pro Tem Bliss suggested to the applicant that the existing canisters be shut off at 8 p.m. to show neighbors what the noise level would be.

Vote on Substitute Motion:

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

Substitute Motion carried.

CM-24-105. Special Approval PSP 24-04 - Mobility Resource Associates
[Modifications to Outdoor Storage] - 950 E. Whitcomb Ave.

City Manager Marsh reviewed the request for Special Approval PSP 24-04 from Mobility Resource Associates for modifications to outdoor storage at 950 E. Whitcomb Ave.

Mayor Grafstein opened the public hearing at 8:33 p.m.

David Randazzo, CEO of Mobile Resources, was present to answer questions and provided letters of support from the neighborhood. He also noted that their vehicles are constantly moving.

Seeing no one wishing to speak, Mayor Grafstein closed the public hearing at 8:35 p.m.

Motion to APPROVE Special Approval PSP 24-04 - Mobility Resource Associates (Modifications to Outdoor Storage) - 950 E. Whitcomb Ave. with the following conditions:

1. The outdoor storage of trucks, trailers, semi-trailers, and all other display vehicle exhibits shall be limited to the areas depicted on the submitted plot plan. Minor modifications that do not significantly alter the spirit or intent of the plot plan may be approved administratively by staff; and
2. Additional landscaping shall be planted adjacent to the Whitcomb Avenue right-of way, in coordination with staff, to further screen vehicle storage on-site; and
3. All repairs shall be conducted entirely within the building; and
4. Disabled vehicles and vehicles in disrepair shall be stored within the building.

Motion made by Councilor Wright, Seconded by Mayor Pro Tem Bliss

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

Motion carried.

MEETING OPEN TO THE PUBLIC:

There were no members of the public wishing to speak.

CM-24-106. Consent Agenda.

Motion to approve the Consent Agenda as read.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming.

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

Motion carried.

CM-24-107. Civic Center Basketball Court Finishing.

Motion to approve the quote from Laser Striping and Sport Surfacing, of Plymouth, in an amount not to exceed \$19,900, for the Civic Center Basketball Court finishing.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming.

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

Motion carried.

CM-24-108. City Council Regular Meeting Minutes of May 13, 2024.

Motion to approve the Regular Meeting Minutes of May 13, 2024, as printed.

Motion made by Councilor Rohrbach, Seconded by Councilman Fleming.

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

Motion carried.

CM-24-109. Microsoft Office 365 Licenses.

Motion to approve the purchase of Microsoft P1, G1 and G3 licenses at the lowest annual rate for up to five years.

Motion made by Mayor Pro Tem Bliss, Seconded by Councilman Mier.

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

Motion carried.

COUNCIL COMMENTS

Councilman Mier stated that the Memorial Day Parade was great and that he learned a lot at the MML Elected Officials Academy that he attended last week.

Mayor Pro Tem Bliss stated that he was excited that for the 3rd time, the City has been nominated for an MML Community Excellence Award for the Civic Center Campus Project. He is hopeful that we can walk away with a win this time and noted that it is an honor to be nominated. The nomination is a testament to the hard work of staff, the innovated mindset of our residents, and the City Council having the vision to support and execute these projects in partnership with our staff. He commented that administratively we removed the Memorial Tree Program and expressed that he disagrees with that decision. He commented that he would like to see this program reinstated with an increase in fees to cover the costs of administering the program. He noted that he is open to other alternatives as well, such as the placards that are on display at the new Active Adult Center.

Councilor Wright echoed the sentiments of Councilor Rohrbach's invocation. It is Mental Health Awareness Month and please remember to be kind.

City Attorney Burns gave credit to the Police Department for deescalating possible violent situation recently and for utilizing the red flag laws that now exist in the State.

City Manager Marsh had no comments this evening.

City Clerk Rottmann had no comments this evening.

Councilor Rohrbach thanked Mr. Burns for sharing the story. and commented that red flag laws can help prevent people from getting hurt. It is the end of Asian Pacific American Heritage Month, and she recognized members of our community and beyond. In the last couple of weeks we had Friends of the Library Book Sale and the ECC had a Native Plant Sale; thank you to all that came out and supported these events. Juneteenth is coming up and she encouraged everyone to participate and celebrate with the community; June 15th is the Juneteenth event. In addition, June is Pride Month; she wished happy Pride to everyone.

Councilman Fleming thanked the Parade Committee including Andy McGillvray and Martha Kehoe; all the volunteers and the public that worked on and come out for the parade, and he thanked those who served. It is Jewish Heritage Month, and he noted that at the Detroit Historical Museum, there is a large exhibit of Jewish history in Detroit. June 8th is the Bike Rodeo; the first 200 kids get bike helmets, there will be police and fire trucks, and Harko, the police canine. Congratulations to the Class of 2024, wishing you the best on all your endeavors. It is also Mental Health Awareness Month, mental illness crosses all races, creeds and religions and we need to address mental health as a whole. Please call 988 if you need someone to talk to, it is available 24/7.

Councilman Soltis thanked the resident in attendance for his service.

Mayor Grafstein thanked the resident in attendance for his service and stated we appreciate it. She noted that the former first lady of Madison Heights, Betty Huffman, has passed away and we were saddened to hear this news. She echoed the sentiments on the Memorial Day Parade. She thanked Councilman Mier for the use of his convertible for the parade. She gave a shout out to Rickey Malek from Madison Heights District Scholls for helping our veterans and gold star mother with

the logistics. She noted that there have been various Asian festivals in the past month in honor of Asian Pacific American Heritage Month. The next City Council meeting is June 10th.

ADJOURNMENT:

Having no further business, Mayor Grafstein adjourned the meeting at 8:56 p.m.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 5/17/24

PREPARED BY:

AGENDA ITEM CONTENT:

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$19,000

FUNDS REQUESTED: \$16,468.24

FUND: 101-336-982-0000

EXECUTIVE SUMMARY:

RECOMMENDATION:

To approve the purchase of new multi gas air monitors from the most qualified bidder through the Michigan Inter-governmental Network (MITN) bid process, to All Safe Industries Inc. in the amount of \$16,468.24 from account #101-336-982-0000.

MADISON HEIGHTS



FIRE DEPARTMENT

To: Melissa Marsh, City Manager
From: Greg Lelito, Fire Chief
CC: Amy Mischak, Human Resource/Purchasing Director
Date: May 17, 2024
Re: Capital Purchase – Multi-gas air monitors

Funds have been allocated to purchase new multi-gas air monitors in the 2023-2024 fiscal year budget. These new multi-gas detectors are needed to replace the department's fleet of unreliable gas detectors, which have reached the end of their service life. A multi-gas detector is a portable device used to monitor gases in the air and alert firefighters when the air reaches dangerous conditions. It measures carbon monoxide, hydrogen sulfide, flammable gases, and oxygen levels and is used in incidents related to carbon monoxide, hazmat, technical rescue, and fire emergencies.

The bid package was placed on the Michigan Inter-governmental Trade Network (MITN) on April 22, 2024. One hundred nineteen (119) vendors received the notification, with forty-four (44) viewing the specifications. Bids were opened on May 14, 2024, with only one vendor responding.

After thoroughly reviewing the submitted bid, staff and I recommend that the City Council award the air monitor bid to All Safe Industries, Inc., the lowest qualified vendor, for \$16,468.24. Macqueen Emergency.

If you have any questions or comments, I will happily address them at your convenience.



CITY OF MADISON HEIGHTS
PURCHASING DEPARTMENT
300 WEST 13 MILE ROAD
MADISON HEIGHTS, MICHIGAN, 48071
(248)-583-0828

REQUEST FOR PROPOSAL #MH-24-05

ITEM: BLACKLINE 4 GAS AIR MONITORS

DEADLINE: May 6, 2024, before 11:00 am

Proposals will be accepted by the City Clerk's Office at 300 West 13 Mile Road, Madison Heights, Michigan, 48071 until May 6, 2024, at 11:00 am (EST). Proposals will be opened at 11:05 am (EST).

The City of Madison Heights is a Participating Agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at www.MITN.info to view specifications for this and all of our open bids.

Amy J. Mischak
HR Director/Purchasing Coordinator
City of Madison Heights
(248) 583-0828

City of Madison Heights
300 West 13 Mile Road
Madison Heights, Michigan, 48071

RFP #MH – Blackline personal gas monitors

General:

The City of Madison Heights (hereinafter City) solicits a contractor to deliver Blackline gas monitors to Fire Station 1, located at 31313 Brush Street, Madison Heights, Michigan, 48071.

The Madison Heights Fire Department currently has multiple 4 gas monitors that are unreliable, old, and expensive to repair. Madison Heights is seeking to purchase 4 passive detectors and 1 pumped detector as well as a Cyanide cartridge/Sensor.

This is a one-time purchase to include listed equipment, warranties, and self-monitoring “no voice”.

Scope:

The successful bidder (hereinafter Contractor) shall provide all materials, tools and equipment as required to provide the following:

- Quantity (4) J-G7C-Q-FHMO-NA2-5Y Model, Cellular 4G, G7 Multi-gas Cartridge, H2S, LEL-MPS, CO, O2, North America 5-year term
- Quantity (1) J-G7C-P-FHMO-NA2-5Y Model, G7c Cellular 4G, G7 Pumped Multi-gas Cartridge, H2S, LEL-MPS, CO, O2, North America 5-year term
- Quantity (1) DOCK-P-NA Bump/Calibration Dock for Blackline G7 Units
- Quantity (1) ACC-DF Demand Flow Regulators for Dock, Quad Gas, ISO, HCN & NH3 cylinders
- Quantity (1) GAS-34L-Q Blackline Safety Quad Gas (O2/LEL/CO/H2S) Calibration Gas, 34L cylinder
- Quantity (1) SER-PRO-ONB Blackline Starter: Account setup: Foundations, onboarding, Go-Live (1-50 devices) through Blackline.
- Quantity (1) ASI-MISC P/N: J-CART-S-N-3Y-R Purchase Model, Cartridge-only, Single-gas Cartridge, HCN, 3 Year Term
- Quantity (5) J-SER-SX-5Y Blackline Live System access and Monitoring Service; Self-monitored (no voice) for 5 years

Requirements:

- All equipment must comply with OSHA and NFPA guidelines and laws for first responder use.

Warranty:

Blackline warranty term of 5 years on all monitors with manufacturer warranty. 3-year term on applicable cartridges according to Blackline product warranties.

I. INSTRUCTIONS TO VENDORS RFP MH-24-05:

1. PREPARATION OF PROPOSAL

- A. Interested contractors are expected to examine specifications and all instructions. Failure to do so will be at the contractor's risk.

B. Each contractor shall furnish all information required on proposal forms. Erasures or other changes must be initiated by the person signing the form.

C. If there is any doubt as to the meaning of any part of the specifications or other conditions within this invitation, please call (248) 583-0828 for clarification.

2. SUBMISSION OF PROPOSALS

A. One original and three (3) copies of the bid shall be submitted in **sealed** envelopes and shall include the following information on the face of the envelope:

**Contractor's Name
Address
Bid Number and Item**

Failure to do so may result in a premature opening of, or failure to open, such proposal. All bids must be hand-delivered or mailed to:

Madison Heights City Clerk's Office
300 West 13 Mile Road
Madison Heights, Michigan, 48071

B. Bidders are responsible for submitting proposals before stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected.

D. In the event no bid is to be submitted, do not return the invitation. Please send a letter or postcard to the Purchasing Agent to advise whether future invitations are desired for the type of items or services covered by this invitation.

D. Any bid may be withdrawn by giving written notice to the Purchasing Coordinator before stated closing time. After stated closing time, no bid may be withdrawn or canceled for a period of ninety (90) days after said closing time.

E. The bidder shall specify a unit price for each item listed. Unit price will prevail on all items.

F. TERMS

All bids to be tax exempt, State of Michigan #B386025685.

All pricing to be FOB destination 31313 Brush St., Madison Heights, Michigan, 48071

Please direct any questions to the Purchasing Department at
(248) 583-0828, Monday through Friday, from 8:00 AM to 4:30 PM (EST)
Please note that we are closed for lunch between 11:30 and 12:30

II. CONSIDERATION OF PROPOSALS:

A. Proposals submitted on bid form are understood to be according to specified data.

In cases where an item is requested by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified or an item of equal quality and value.

Reference to any of the above is intended to be descriptive but not restrictive and only indicates articles that will not be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her proposal exactly what he/she proposes to furnish, including illustration or other descriptive matter which will clearly indicate the character of the article covered by such proposal.

- B. The Purchasing Agent hereby reserves the right to approve as an equal, or reject as not being an equal, any article proposed which contains major or minor variations from specification requirements, but which may comply substantially therewith.

- C. The City of Madison Heights reserves the right, in its sole discretion, to reject any/or all bids, to waive any irregularities and technical defects contained therein, to award the bid in its entirety, in part or not at all and/or to determine which bid is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the City.

- D. NON-IRAN LINKED BUSINESS.

Under Michigan Public Act No. 517 of 2012, as amended, an Iran linked business as defined therein is not eligible to contract with the City of Madison Heights and shall not submit a bid. By signing this bid documents it is hereby certified and agreed on behalf of the signatory and the company submitting this proposal the following: (1) that the signatory is duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(c) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that the signatory and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

- E. NON-DISCRIMINATION CLAUSE

In the performance of a contract or purchase order, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to Title VI of the Civil Rights Act of 1964 42 U.S.C., as well as the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the contract or purchase order.

- F. The Contractor / Company acknowledges and agrees that the City, with the written approval of the Contractor / Company, may extend this Contract for new projects or additional work of a similar nature at the same unit prices as set out by Contractor / Company for this Contract, by execution of a change order. Any work to be performed under a change order of this contract is subject to all the requirements contained herein. The Contractor / Company shall provide all insurance certificates and performance bonds for the required coverage for the new work to be performed for any change order extending this contract. A change order extending this Contact, as set out herein, shall be in compliance with Section 2-249 (c)(1) of the City's purchasing ordinance.

IV. SUPPLEMENTAL SPECIFICATIONS:**GENERAL**

The Contractor shall furnish all materials, equipment, labor, and supervision and shall provide all other means that may be necessary to complete all the work in conformity in all respects to the requirements as set forth in these specifications.

V. PROPOSAL EVALUATION:**City of Madison Heights RFP MH 24-05**

The City of Madison Heights intends to enter into a relationship with a vendor whose products and services come closest to meeting the City's needs. The selected vendor must be a financially stable firm committed to providing solutions for City government.

The following criteria will be used to evaluate vendor responses to this Request for Proposals (RFP). Product demonstrations and meetings may be requested. The Criteria that will be used to evaluate the RFP responses are as follows.

1. Cost of Proposal

Submit a description of how your firm proposes to charge the City for its products/labor/equipment. Provide a fixed-price not-to-exceed cost proposal, a warranty period on workmanship, and how long your firm anticipates will be required to complete the job.

These general requirements shall be incorporated in the entire agreement between the City of Madison Heights and the successful contractor. The contract shall be binding upon the parties hereto and their respective successors and assigns.

COMPANY INFORMATION:

Company Name All Safe Industries

Printed Name/Title of Person Signing Bid Deborah Paterson/ Account Representative

Signature 

Address 10711 Electron Dr

Louisville KY 40299

Phone: 502-499-7988 Fax: 502-499-7989

Email Address: sales@allsafeindustries.com Date: 05/03/2024

****SUBMIT ORIGINAL PROPOSAL ALONG WITH THREE COPIES IN A SEALED ENVELOPE MARKED ACCORDING TO SUBMITTAL GUIDELINES ALONG WITH QUALIFICATIONS QUESTIONNAIRE AND NON-COLLUSION AFFIDAVIT TO THE CITY OF MADISON HEIGHTS CLERK'S OFFICE BEFORE THE DEADLINE 11:00 A.M. ON May 6, 2024. ALL OTHER ITEMS WILL BE SUBMITTED AFTER APPROVAL OF THE CONTRACT.****

VI. Additional Extension Option - MITN:

The City of Madison Heights is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative entities may wish to use this contract and will use a purchase order or contract for any or all of the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide its own purchase order or contract and must be invoiced separately to the address on the purchase order/contract.

Currently, there are more than 100 agencies participating in the MITN Cooperative.

(☒) If an award is made to All Safe Industries
(Company Name)
it is agreed that the contract will be extended to members of MITN Purchasing Cooperative under the same prices, terms, and conditions.


Signature of Company Representative

~OR~

() Our company _____ is NOT interested in extending this contract.
(Company Name)

Signature of Company Representative

(For more information on the MITN cooperative, including a list of participating agencies, please go to www.MITN.info.)

**VII. CITY OF MADISON HEIGHTS
QUALIFICATION QUESTIONNAIRE**

Failure to completely fill out this form or failure to supply adequate information could result in disqualification of bidder.

Name of Bidder: All Safe Industries

Address of Bidder: 10711 Electron Dr, Louisville KY 40299

Type of Business Entity: S-Corporation
(Example: Corporation, Partnership, etc.)

How Long Established: 28 Years

Names and Addresses of
All Principals of Bidder: _____

1. List all other Corporations, Partnerships, Assumed Names, and/or Businesses in which the above listed principals have an interest in any way, including but not limited to, ownership stockholder, employment, principal, officer or other business relationship.

N/A

2. List 3 current references from municipalities or public agencies familiar with the work performed by the Bidder and list the name, addresses and telephone number of a contact person.

Bartlett Fire Dept- 234 N Oak Ave Bartlett IL 60103. Kevin Chapman: 224-210-0267 hazmat@bartlettfire.com

Bluffton Township Fire Dist -357 Fording Island Rd Okatie SC 29909. Shawn Fitzpatrick: 843-422-6903 fitzpatrick@blufftonfd.com

Hamilton County EMA/Homeland Sec. 317 Oak Street, Suite 302 Chattanooga TN 37403. CJ Davis: 423-680-0716 christopherd@hamiltontn.gov

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the Bidder.



Bidder's or Authorized
Representative's Signature

Account Representative

Title of Signatory

Deborah Paterson

Bidder's Printed Name

Dated: 05/03/2024

Subscribed and sworn to before me on
This 3rd day of May, 2024.

 Notary Public
~~Jefferson~~ KENTUCKY

NON-COLLUSION AFFIDAVIT

Return this completed form with your sealed bid.

Deborah Paterson _____ being duly sworn deposes and says:

That he/she is **Account Representative** _____
(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 3rd day of May, 2024 before me, a Notary Public in and for said County.


Notary Public

My Commission Expires:

4/5/2025

PRICING PAGE

Model	Quantity	Unit Price	Total Price
J-G7C-Q-FHMO-NA2-5Y Model, Cellular 4G, G7 Multi-gas Cartridge, H2S, LEL-MPS, CO, O2, North America 5-year term	4	\$ 1,792.00	\$ 7,168.00
J-G7C-P-FHMO-NA2-5Y Model, G7c Cellular 4G, G7 Pumped Multi-gas Cartridge, H2S, LEL-MPS, CO, O2, North America 5-year term	1	\$ 2,231.00	\$ 2,231.00
DOCK-P-NA Bump/Calibration Dock for Blackline G7 Units	1	\$ 820.00	\$ 820.00
ACC-DF Demand Flow Regulators for Dock, Quad Gas, ISO, HCN & NH3 cylinders AS1-DFR-2004 Equal	1	\$ 299.24	\$ 299.24
GAS-34L-Q Blackline Safety Quad Gas (O2/LEL/CO/H2S) Calibration Gas, 34L cylinder AS1-L1-81241 Equal	1	\$ 165.00	\$ 165.00
SER-PRO-ONB Blackline Starter: Account setup: Foundations, onboarding, Go-Live (1-50 devices) through Blackline	1	\$ 275.00	\$ 275.00
ASI-MISC P/N: J-CART-S-N-3Y-R Purchase Model, Cartridge-only, Single-gas Cartridge, HCN, 3 Year Term	1	\$ 335.00	\$ 335.00
J-SER-SX-5Y Blackline Live System access and Monitoring Service; Self-monitored (no voice) for 5 years	5	\$ 1035.00	\$ 5,175.00

TOTAL LUMP SUM \$ \$16,468.24



All Safe Industries private label calibration gas & demand flow regulator meet or exceed specifications.

4-Gas Calibration Mix for Blackline Safety (50% LEL, 100ppm CO, 25ppm H₂S, 18% O₂)

This four-gas calibration mix is for Blackline Safety gas detectors G7c and G7 Exo. It contains 50% LEL Methane (2.5% Vol), 100ppm Carbon Monoxide (CO), 25ppm Hydrogen Sulfide (H₂S), and 18% Oxygen (O₂) with a Nitrogen (N₂) balance.

Specifications:

- Cylinder Size: 34L disposable aluminum cylinder
- Shelf Life: 18 - 24 months
- Regulator: C-10



Demand Flow Regulator (2004) for C-10 Valves

The C-10 Demand Flow Regulator ensures your pumped instrument receives only the amount of gas the pump draws, resulting in cost savings and maximum calibration accuracy. In addition to the added simplicity of a demand flow regulator, the lack of a knob to turn prevents accidental gas leakage.

The regulator fits all cylinders with C-10 fittings including 34L, 58L, 105L aluminum cylinders, 103L steel cylinders, and all Ecosmart Cylinders. The 2004 regulator is compatible with reactive gases like HCl, Cl₂, and NH₃.



All Safe Industries 10711 Electron Drive, Louisville KY 40299
A Veteran Owned Small Business

Item 7.



All Safe Industries, Inc.
10711 Electron Dr
Louisville KY 40299
888-972-3389
www.allsafeindustries.com

GSA Quote

#QUO-21925

Expires 6/21/2024

Bill To

Madison Heights Fire Dept
Fire Station 1
31313 Brush St
Madison Heights MI 48071

Ship To

Madison Heights Fire Dept
Fire Station 1
31313 Brush St
Madison Heights MI 48071

GSA Contract: GS-07F-5501R

D&B: 94-269-4308

CAGE: 1FZK7

Date	Cust Ref#	Terms	Sales Rep	Shipping Method
4/24/2024	BLS Bid # MH-24-05	Net 30	Deborah Paterson	UPS® Ground

Qty	Item #	Unit Price	Total Amount
4	J-G7C-Q-FHMO-NA2-5Y Purchase Model, Cellular 4G, G7 Multi-gas Cartridge, H2S, LEL-MPS, CO, O2, North America, 5 year term - Rate Type: Open Market - Est Lead Time: 2-3 weeks	\$1,792.00	\$7,168.00
1	J-G7C-P-FHMO-NA2-5Y Purchase Model, G7c Cellular 4G, G7 Pumped Multi-gas Cartridge, H2S, LEL-MPS, CO, O2, North America, 5 year term - Rate Type: Open Market - Est Lead Time: 2-3 weeks	\$2,231.00	\$2,231.00
1	DOCK-P-NA Bump/Calibration Dock for Blackline G7 Units - Rate Type: Open Market - Est Lead Time: 2-3 weeks	\$820.00	\$820.00
1	AS1-DFR-2004 Demand Flow Regulator (2004) for use w/ Reactive Gases. Fits all C-10 connection aluminum, and 103L/105L steel cylinders. Equivalent to # ACC-DF - Rate Type: GSA Contract - Est Lead Time: 2 weeks	\$229.24	\$229.24
1	AS1-L1-81241 Blackline Safety 4-Gas Calibration Mix: 50% LEL Methane (2.5% vol), 25 ppm Hydrogen Sulfide (H2S), 100 ppm Carbon Monoxide (CO), 18% Oxygen (O2), Balance Nitrogen (N2) contained in a 34L aluminum cylinder Equivalent to #GAS-34L-Q - Rate Type: Open Market - Est Lead Time: 2 weeks	\$165.00	\$165.00
1	SER-PRO-ONB Blackline Starter: Account setup: Foundations, onboarding, Go-Live (1-50 devices) - greater than 50 devices consult factory - Rate Type: Open Market - Est Lead Time: 2-3 weeks	\$275.00	\$275.00

Quote valid for 30 days unless otherwise noted. Shipping is an estimate and will be prepaid and added to your invoice. Delivery time is estimated as of quote date and may be subject to change.

Item 7.



All Safe Industries, Inc.
10711 Electron Dr
Louisville KY 40299
888-972-3389
www.allsafeindustries.com

GSA Quote

#QUO-21925

Expires 6/21/2024

Qty	Item #	Unit Price	Total Amount
1	J-CART-S-N-3Y-R Purchase Model, Cartridge-only, G7 Single-gas Cartridge, HCN, 3-year term - Rate Type: Open Market - Est Lead Time: 2-3 weeks	\$335.00	\$335.00
5	J-SER-SX-5Y Blackline Live System access and Monitoring Service; Self-monitored (no voice) for 5 years. - Rate Type: Open Market - Est Lead Time: 2-3 weeks	\$1,035.00	\$5,175.00

Subtotal	\$16,468.24
Discount Total	
Est. Shipping Cost	\$0.00
Tax Total (0%)	\$0.00
Total	\$16,468.24



AGENDA ITEM SUMMARY FORM

MEETING DATE: 6/10/24

PREPARED BY: Sean P. Ballantine, Director of Public Services

AGENDA ITEM CONTENT: Director of Public Services - Cross-Connection Control Program

AGENDA ITEM SECTION: Bid Awards/Purchases

BUDGETED AMOUNT: \$65,000

FUNDS REQUESTED: \$65,000

FUND: 592-551-818-0000

EXECUTIVE SUMMARY:

The City has utilized the services of HydroCorp (formerly Hydro Designs) since 2004 to provide and manage a cross-connection control program, covering commercial and industrial water customers. EGLE has implemented a residential cross-connection control rule, prompting Staff to prepare a new Request for Proposals (RFP) to include this scope of work and associated pay items under our cross-connection program.

A sole proposal was received by the deadline, from HydroCorp.

RECOMMENDATION:

Staff recommends that Council award the bid for the Cross-Connection Control Program to HydroCorp, of Troy, at the per-inspection unit prices specified. The actual number of inspections will continue to be based on the funding allocated in the approved Budget.

DATE: May 31, 2024
TO: Melissa R. Marsh, City Manager
FROM: Sean P. Ballantine, Director of Public Services
SUBJECT: Bid Award – Cross-Connection Control Program

In order to maintain compliance with requirements set forth by the Department of Environment, Great Lakes, and Energy (EGLE), the City has utilized the services of HydroCorp (formerly Hydro Designs) since 2004 to provide and manage a cross-connection control program, covering commercial and industrial water customers. This is a turnkey service managed on behalf of the City, providing all communication, correspondence, site inspections and reinspections, and preparation of reports to the State, while in close communication with the Department of Public Services.

By way of background, cross-connection control involves identifying points in a water distribution system where process or other non-potable water could backfeed into the domestic water supply, ensuring that an appropriate backflow prevention device is in place at these points to prevent such an occurrence, and that the device is regularly tested and certified to be functioning properly.

EGLE has implemented a residential cross-connection control rule, prompting Staff to prepare a new Request for Proposals (RFP) to include this scope of work and associated pay items under our cross-connection program. A sole proposal was received by the deadline, from HydroCorp. The proposal met all of the requirements set forth in the RFP, including two options for the residential inspections, should inspection requirements change in the future. HydroCorp has been continually excellent to work with, and have proven themselves to be a qualified and responsive partner over the last twenty years.

Staff therefore recommends that Council award the bid for the Cross-Connection Control Program to HydroCorp, of Troy, at the per-inspection unit prices specified. The actual number of inspections will continue to be based on the funding allocated in the approved Budget.

Department of Public Services
City of Madison Heights
801 Ajax Drive
Madison Heights, Michigan 48071



Proposal For:

RFP MH-24-07

Cross Connection Control Program Services

City of Madison Heights

ATTN: City Clerk

300 West 13 Mile Road

Madison Heights, MI 48071

PROJECT CONSULTANT

Jim Clevenger, Senior Account Executive

DIRECT LINE: 231.590.9040

EMAIL: jclevenger@hydrocorpinc.com

Bid Due:

May 17, 2024

11:00 AM EST



Table of Contents

1. EXECUTIVE SUMMARY	2
1.1. Summary of proposed Scope of Work – Commercial/Non-Residential Facilities	2
1.2. Summary of proposed Scope of Work – Residential Facilities Option A.....	2
1.3. Summary of proposed Scope of Work – Residential Facilities Option B.....	3
2. QUALIFICATIONS.....	4
2.1. HydroCorp, The Safe Water Authority.....	4
2.2. References	5
2.3. Industry Leadership.....	5
3. STAFF BIOS.....	6
4. CROSS-CONNECTION PROGRAM WORK PLAN.....	9
4.1. Development of Written Cross-Connection Control Program Plan	9
4.2. Purpose of the Cross-Connection Control Program.....	10
4.3. Examples of common Cross-Connection Hazards:	10
5. CROSS-CONNECTION INSPECTION PROCESS	11
5.1. Postal Notification Process.....	11
5.2. Inspections/Surveys	12
5.3. Containment Policy	13
5.4. Annual Backflow Prevention Assembly Testing Record Tracking and Notification	14
6. SECURE DATA AND WATER CUSTOMER CARE PROCESS.....	16
6.1. Program Data:	16
6.2. Live Program Data Access.....	17
6.3. Customer Service	18
APPENDIX A – COMPLETE SCOPE OF SERVICES.....	19
APPENDIX B – PRICING	23
APPENDIX C – REQUIRED CITY PROVIDED DOCUMENTS.....	24



1. EXECUTIVE SUMMARY

1.1. Summary of proposed Scope of Work – Commercial/Non-Residential Facilities

Based on the City's RFP, HydroCorp™ will provide the following services to City of St. Madison Heights. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within the contract period. The full scope of work proposed, as required in the RFP, is located in Appendix A.

1. Annually, complete commercial/industrial/school/apartment cross-connection control inspections, compliance inspections and re-inspections of facilities within the City using the containment and isolation review approach as supported by the EGLE Drinking Water and Environmental Health division. The number of inspections will be determined by available funding on an annual basis. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection.
2. Provide up to four (4) ASSE approved hose bibb vacuum breakers per property as needed in order to place the property into immediate compliance at the time of inspection.
3. Generate all backflow prevention assembly test notices for commercial (non-residential) properties.
4. Generate all non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
5. Perform administrative functions including answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
6. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
7. Submit comprehensive management reports on a quarterly basis.
8. Conduct an annual review meeting to discuss overall program status and recommendations.
9. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.

1.2. Summary of proposed Scope of Work – Residential Facilities Option A

1. Annually, complete cross-connection control inspections, compliance inspections and re-inspections of residential homes within the City using the isolation review approach as supported by the EGLE Drinking Water and Environmental Health division. The number of inspections will be determined by available funding on an annual basis. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection.
2. Provide up to four (4) ASSE approved hose bibb vacuum breakers per property as needed in order to place the property into immediate compliance at the time of inspection.

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3. Generate all backflow prevention assembly test notices residential properties.
4. Generate all non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
5. Perform administrative functions including answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
6. Provide an online scheduling portal to allow homeowners/occupants to view available time slots and schedule the required inspection. Water customers can also call our toll free number to schedule inspections if they choose. All appointments will be set in a four (4) hour window.
7. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
8. Submit comprehensive management reports on a quarterly basis.
9. Conduct an annual review meeting to discuss overall program status and recommendations.
10. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.

1.3. Summary of proposed Scope of Work – Residential Facilities Option B

1. Annually, complete cross-connection control inspections, compliance inspections and re-inspections of residential homes within the City using the isolation review approach as supported by the EGLE Drinking Water and Environmental Health division. The number of inspections will be determined by available funding on an annual basis. Inspections will consist of reviewing all water uses at the exterior of the property in order to identify lawn irrigation systems, outside hose connections, pools, spas, and other miscellaneous outside water uses.
2. Provide up to four (4) ASSE approved hose bibb vacuum breakers per property as needed in order to place the property into immediate compliance at the time of inspection.
3. Generate all backflow prevention assembly test notices residential properties.
4. Generate all non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
5. Perform administrative functions including answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
6. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
7. Submit comprehensive management reports on a quarterly basis.
8. Conduct an annual review meeting to discuss overall program status and recommendations.
9. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.

2. QUALIFICATIONS

2.1. HydroCorp, The Safe Water Authority

- Founded in 1983 and incorporated in 1988. The firm has grown from two employees to a staff of over 100 full time associates in multiple states.
- HydroCorp provides Cross-Connection Control Program Management Services to over 400 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida, South Carolina, and Minnesota. We still have our first customer!
- HydroCorp Conducts over 90,000 on site, Cross-Connection Control Inspections **annually**.
- Our highly trained staff works in an efficient manner to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross-Connection Control Programs:
 - USC -Foundation for Cross Connection Control and Hydraulic Research,
 - ASSE- American Society for Sanitary Engineering
 - ABPA - American Backflow Prevention Association
- Our trained administrative staff/call center can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
 - American Water Works Association (AWWA)
 - National Rural Water Association (NRWA)
 - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.
- HydroCorp has provided significant input/expertise in the revision of 3rd and 4th Edition of the Michigan Department of Environment, Great Lakes and Energy (EGLE) Cross-Connection Rules Manual.

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2.2. References

- a. **City of Royal Oak, MI**, 1600 N. Campbell Road, Royal Oak, MI 48067 | Aaron Filipski, Director of Public Works, AaronF@romi.org , 248-246-3313
HydroCorp Municipal Client since 2015
- b. **City of Clawson, MI**, 425 Main Street, Clawson, MI 48017 | Trevor Zablocki, Public Works Superintendent, Tzablocki@cityofclawson.com , 248-288-3222
-HydroCorp Municipal Contract Client since 2004
- c. **City of Birmingham**, 151 Martin Street, Birmingham, MI 48009 | Scott Zielinski, Director of Public Services, zielinski@bhamgov.org , 248-530-1702
-HydroCorp Municipal since 2013
- d. **City of Livonia**, 12973 Farmington Road, Livonia, MI 48150 | Don Rohraff, Director of Public Works, drohraff@livonia.gov , 734-466-2607
-HydroCorp Municipal Contract Client since 2006

2.3. Industry Leadership

With over 400 municipal clients and for over 40 years, HydroCorp has succeeded in improving health and safety, reducing risk, cutting operational costs, and increasing efficiency for its clients, earning their trust and allegiance. HydroCorp has a 98 percent retention rate among its municipal clients, a virtually unmatched level of customer satisfaction. Entering its fourth decade, HydroCorp is fully committed to the principles and practices that made it a success: Expertise, commitment, knowledge, and service.



3. STAFF BIOS



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.



Paul Patterson, Senior Vice President. Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for the development and implementation of HydroCorp's sales and growth strategies in the municipal and industrial markets. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he served as a Utility Systems Specialist and was responsible for operating and maintaining potable water systems and wastewater collection systems both at home and abroad. Mr. Patterson is an American Society of Sanitary Engineers certified instructor and regularly presents at national and regional water industry association conferences.



Dave Cardinal, Vice President, Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

Dave is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environment Great Lakes and Energy, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers and miscellaneous contractor employees. He has been a guest speaker at many conferences and training seminars.



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

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He is an advanced user of the HydroSoft data management program & responsible for providing day to day tech support to the entire staff and external clients. Ryan also assists in the planning, testing & training of HydroSoft for clients and end users.

Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:





ASSE Series 5000 Certification Listings for HydroCorp Employees

<http://asse-plumbing.org/certified.asp>

Last Name	First Name	Certification #	Certification Type	Expiration Date
Adamus	Glenn	18179	5150-BP Administrator	10/31/2025
Adamus	Glenn	20618	5110-Tester	10/31/2025
Adamus	Glenn	20618	5120-Surveyor	10/31/2025
Aittama	Bill	25237	5110-Tester	12/31/2023
Aittama	Bill	25237	5120-Surveyor	12/31/2023
Auferoth	Edward	18180	5120-Surveyor	3/31/2024
Ayers	Jerry	18181	5120-Surveyor	1/31/2025
Ayers	Jerry	18181	5150-BP Administrator	1/31/2025
Cardinal	Dave	26905	5110-Tester	1/31/2025
Cardinal	Dave	26905	5120-Surveyor	1/31/2025
Cable	John	25241	5110-Tester	1/31/2025
Cable	John	25241	5150-BP Administrator	1/31/2025
Derozier	Danny	30566	5120-Surveyor	1/31/2025
Duberg	Chris	47770	5120-Surveyor	3/31/2024
Hensley	Ryan	18184	5120-Surveyor	1/31/2025
Hensley	Ryan	18184	5150-BP Administrator	1/31/2025
Hensley	Jodi	42080	5150-BP Administrator	2/28/2025
Hetrick	Matt	34289	5120-Surveyor	3/31/2024
Hoffman	Jerome	34970	5110-Tester	5/31/2023
Hoffman	Jerome	34970	5120-Surveyor	5/31/2023
John	Moe	34291	5120-Surveyor	5/31/2024
Kim	Pritchard	42082	5150-BP Administrator	2/28/2025
Koehler	Cody	47772	5110-Tester	1/31/2025
Koehler	Cody	47772	5120-Surveyor	1/31/2025
McLaren	Gary	18186	5120-Surveyor	1/31/2025
McLaren	Gary	18186	5150-BP Administrator	1/31/2025
Nick	Oliver	34292	5120-Surveyor	3/31/2024
Patel	Jigar	20555	5110-Tester	7/31/2027
Patel	Jigar	20555	5120-Surveyor	6/30/2027
Patel	Jigar	20555	5130-Repairer	7/31/2027
Patterson	Paul	9199	5120-Surveyor	10/31/2026
Patterson	Paul	9199	5110-Tester	10/31/2026
Patterson	Paul	9199	5130-Repairer	10/31/2026
Patterson	Paul	9199	5150-BP Administrator	10/31/2026
Patterson	Bethany	18187	5150-BP Administrator	1/31/2025
Scott	Price	26477	5120-Surveyor	10/31/2026
Scott	Price	26477	5110-Tester	10/31/2026
Rick	Kinney	30567	5120-Surveyor	1/31/2025
Rockafellow	Tristen	47774	5110-Tester	6/30/2024
Rockafellow	Tristen	47774	5120-Surveyor	6/30/2024
Rugg	Gerald	27375	5120-Surveyor	1/31/2025
Sandra	Redlin	42084	5150-BP Administrator	1/31/2025
Scott	Mitchell	30569	5120-Surveyor	1/31/2025
Stein	Jerold	47775	5120-Surveyor	6/30/2024
Stein	Jerold	47775	5110-Tester	6/30/2024
Wade	Kubina	30568	5120-Surveyor	1/31/2025
Wolf	Craig	34294	5120-Surveyor	3/31/2024

Cross-Connection Control Certifications:

- 5110 – Backflow Prevention Assembly Tester
- 5120 – Cross-Connection Control Surveyor
- 5130 – Backflow Prevention Assembly Repairer
- 5140 – Fire Sprinkler Cross-Connection Control Tester
- 5150 – Backflow Prevention Program Administrator

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4. CROSS-CONNECTION PROGRAM WORK PLAN

4.1. Development of Written Cross-Connection Control Program Plan

HydroCorp will work closely with the CITY to develop and implement a program to meet the specific timeline guidelines established by the CITY and the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Further, HydroCorp will conduct the necessary detailed research of current State of Michigan Administrative Code related to Cross-Connection Control and Backflow Prevention associated with public water system requirements.

1.	INTRODUCTION	2
2.	AUTHORITY	3
2.1.	Inspector/Designated Agent.....	3
3.	PROGRAM APPROACH.....	4
4.	INSPECTIONS.....	5
4.1	Request for Internal Cross Connection Control Information.....	6
4.2	Submission of Internal Cross Connection Control Information	6
4.3	Containment	7
5	APPLICATION OF BACKFLOW PREVENTERS	8
6	TESTING BACKFLOW PREVENTION ASSEMBLIES.....	10
7	RECORD KEEPING.....	11
8	ENFORCEMENT	12
9	NEW SERVICE INSPECTION.....	13
9.1	Procedures	13
9.2	Inspections.....	13
9.3	Compliance	13
9.4	Non-Compliance	13
10	PUBLIC EDUCATION.....	14
11	ANNUAL REPORT	15
	APPENDIX A - LOCAL ORDINANCE	i
	APPENDIX B - FIELD FORMS.....	ii
	APPENDIX C ASSEMBLY AND DEVICE LEGEND.....	iv
	APPENDIX D – NON-RESIDENTIAL PROGRAM NOTICE TEMPLATES	v
	APPENDIX E – RESIDENTIAL PROGRAM NOTICE TEMPLATES.....	xx
	APPENDIX F – TEST FORM	xxxi
	APPENDIX G – INSTALLATION SCHEMATICS.....	xxxii

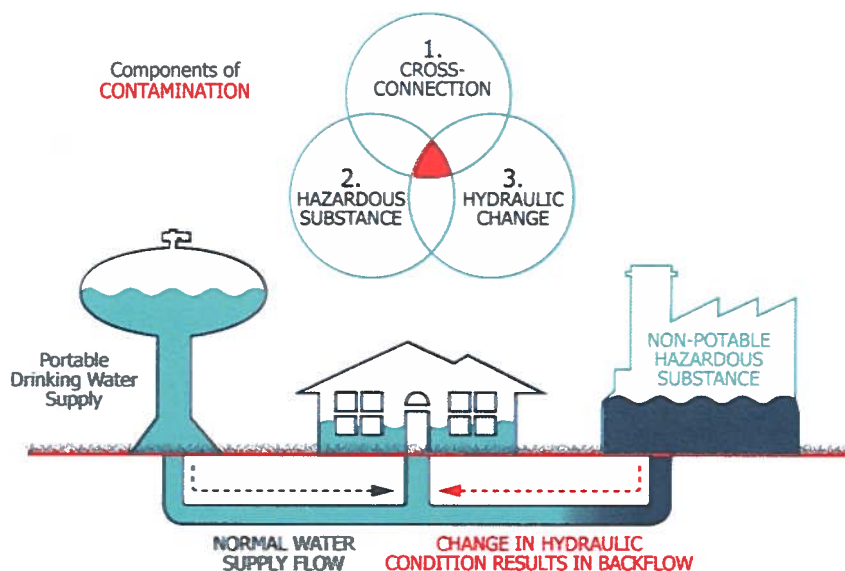
4.2. Purpose of the Cross-Connection Control Program

- Protect the water supply/public health and safety from backflow.
- Comply with state and local regulations.
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

A cross-connection is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. Backflow is defined as the undesirable reversal of flow of water of questionable quality, wastes or other contaminants into a public water supply.

4.3. Examples of common Cross-Connection Hazards:

- Garden Hose connections lacking backflow prevention devices.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers
- Backflow Prevention Assemblies improperly installed or missing test documentation
- Toilets with faulty or unapproved anti-siphon valves
- Lawn Irrigation systems with missing or inappropriate backflow preventers
- Restaurant equipment with missing or inappropriate backflow preventers
- Dental office equipment with missing or inappropriate backflow preventers
- Fire Sprinkler systems with missing or inappropriate backflow preventers
- Chemical mixing systems in janitorial closets with missing or inappropriate backflow preventers
- Unprotected water supply bypasses
- Improper type of backflow prevention assembly for the degree of hazard



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5.1. Postal Notification Process

HYDROCORP.
THE SAFE WATER AUTHORITY.

Inspection Notice #1

Compliance Tag
attached to water meter if building is compliant

If building is non-compliant - Corrective Action instructions sent

If inspection is denied - Reschedule Notice is sent

Public Education Brochure
PROTECTING THE SAFETY OF YOUR HOME'S DRINKING WATER
Empowering Millions of Home-Constructors and Builders

Non-Compliance #1

Reschedule Notice

Non-Compliance #2

Non-Compliance #1

Shutoff Notice
(sent by water purveyor)

Toll Free Water Customer Hotline

5700 Crooks Rd Suite 100 Troy, MI 48098 844.793.7646 www.hydrocorpinc.com

5.2. Inspections/Surveys

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices, methods & assemblies, and other pertinent program information. If the inspector is refused proper access or if customer plumbing is untraceable, the City will assume a cross-connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross-connections. Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the Utility/City Cross-Connection Control Plan. The Plan will include detailed inspection frequency information and be submitted to the EGLE for final approval.

Definitions:

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is developed).
- *Containment* - “Containment” is the installation of a backflow prevention device between the facility and public distribution systems. Containment minimizes the chance for water of questionable quality to leave a facility and to enter the public distribution system.



5.3. Containment Policy

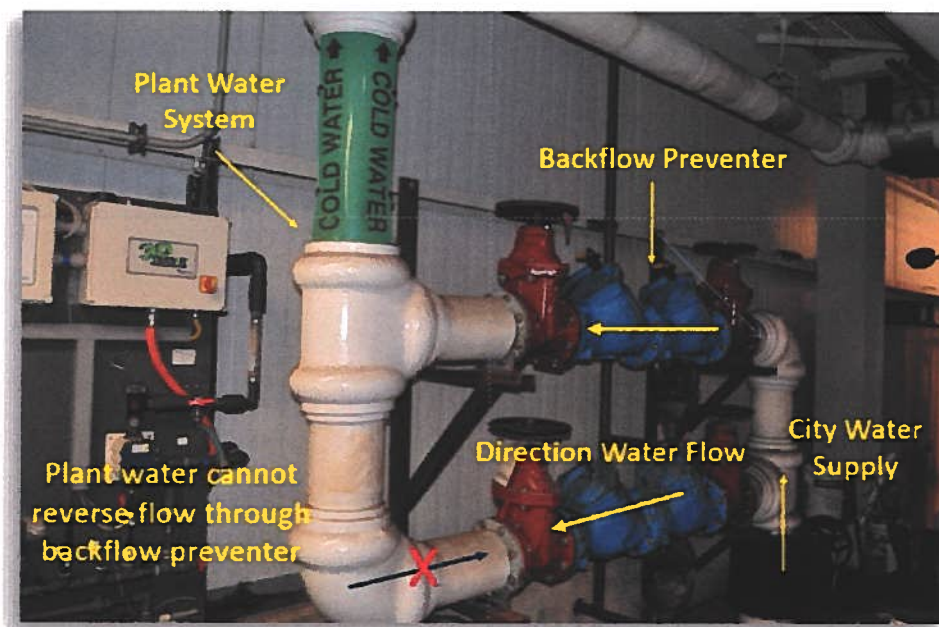
Containment at Service Connection: While a facility may be contained, the Authority may still require an inspection downstream of the containment assembly(s). It is the responsibility of the facility to provide potable water at all times to its employees and/or public. Failure on the facility's part to take corrective action would constitute a violation thus exposing the facility to possible legal ramifications.

A Containment Notice will be issued for any one of the following:

- Facility determined to be high hazard.
- Refusal to comply with the normal steps for non-compliance.
- Facility does not allow free and unlimited access to areas requiring inspection/survey.
- Piping not differentiable or determined to be complex.
- Piping is not readily accessible (i.e., concealed piping)
- Multiple piping systems
- Inadequate piping identification
- Facility changes their plumbing configurations on a regular frequency.
- Secondary/auxiliary water sources
- Manufacturing/use of industrial fluids in piping systems or facility operations
- Refusal of entry
- No current as built/engineering drawings of the potable water system.

*Containment device(s) does not negate the facility's responsibility to ensure the internal water system is protected utilizing appropriate backflow prevention methods.

Containment Example:



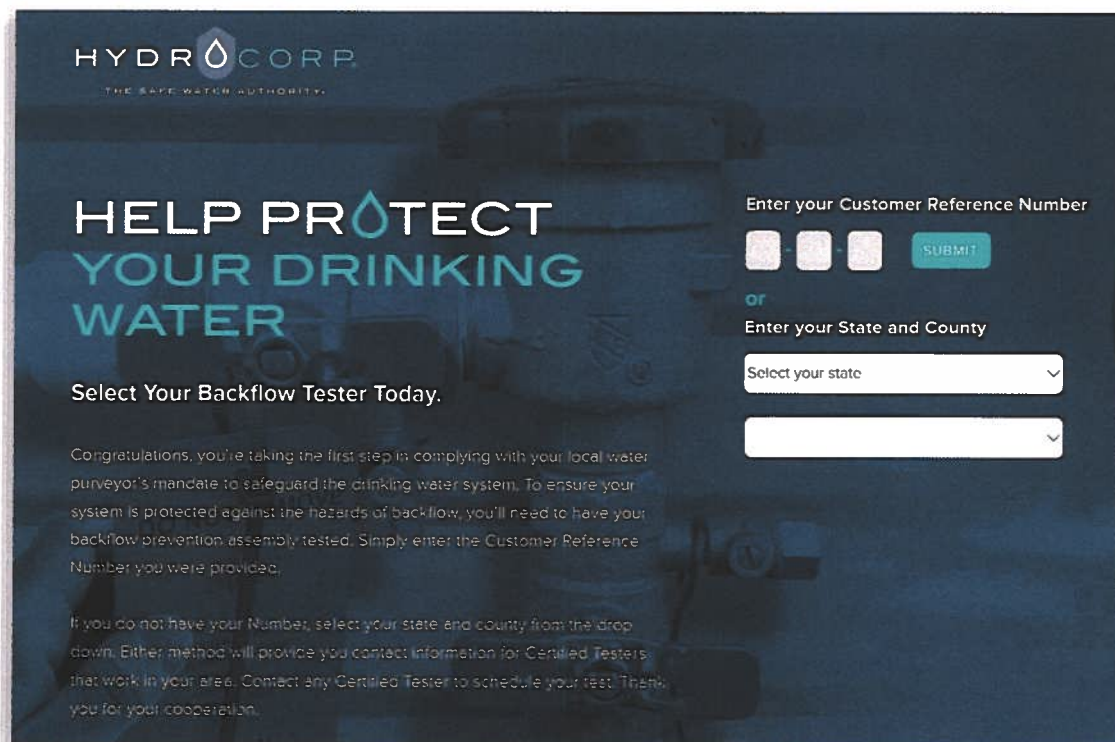
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5.4. Annual Backflow Prevention Assembly Testing Record Tracking and Notification

- Water Customers who have Testable Assembly Type Backflow Prevention Assemblies are notified via postal notice with instructions to submit annual test record data from a Certified Tester. Certified Testers are required to register (no fee) via a designated secure website provided by HydroCorp during the duration of the contract period.
- HydroCorp monitors backflow prevention assembly tester credentials and qualifications in order to ensure that only qualified and state certified contractors are conducting the work.
- HydroCorp monitors backflow prevention assembly test results. Test results that do not contain all required information are marked as “failed” and a phone call is made to the tester seeking the correct information.
- HydroCorp utilizes a two-step approach/review process when sending out program notices to ensure accuracy and improve compliance results and customer service.
- HydroCorp continually monitors program database information and reviews this with the City Contact in order to improve compliance results and customer service.

Example Screen for Online Backflow Preventer Test Record Portal



HYDROCORP
THE SAFE WATER AUTHORITY.

HELP PROTECT YOUR DRINKING WATER

Select Your Backflow Tester Today.

Congratulations, you're taking the first step in complying with your local water purveyor's mandate to safeguard the drinking water system. To ensure your system is protected against the hazards of backflow, you'll need to have your backflow prevention assembly tested. Simply enter the Customer Reference Number you were provided.

If you do not have your Number, select your state and county from the drop down. Either method will provide you contact information for Certified Testers that work in your area. Contact any Certified Tester to schedule your test. Thank you for your cooperation.

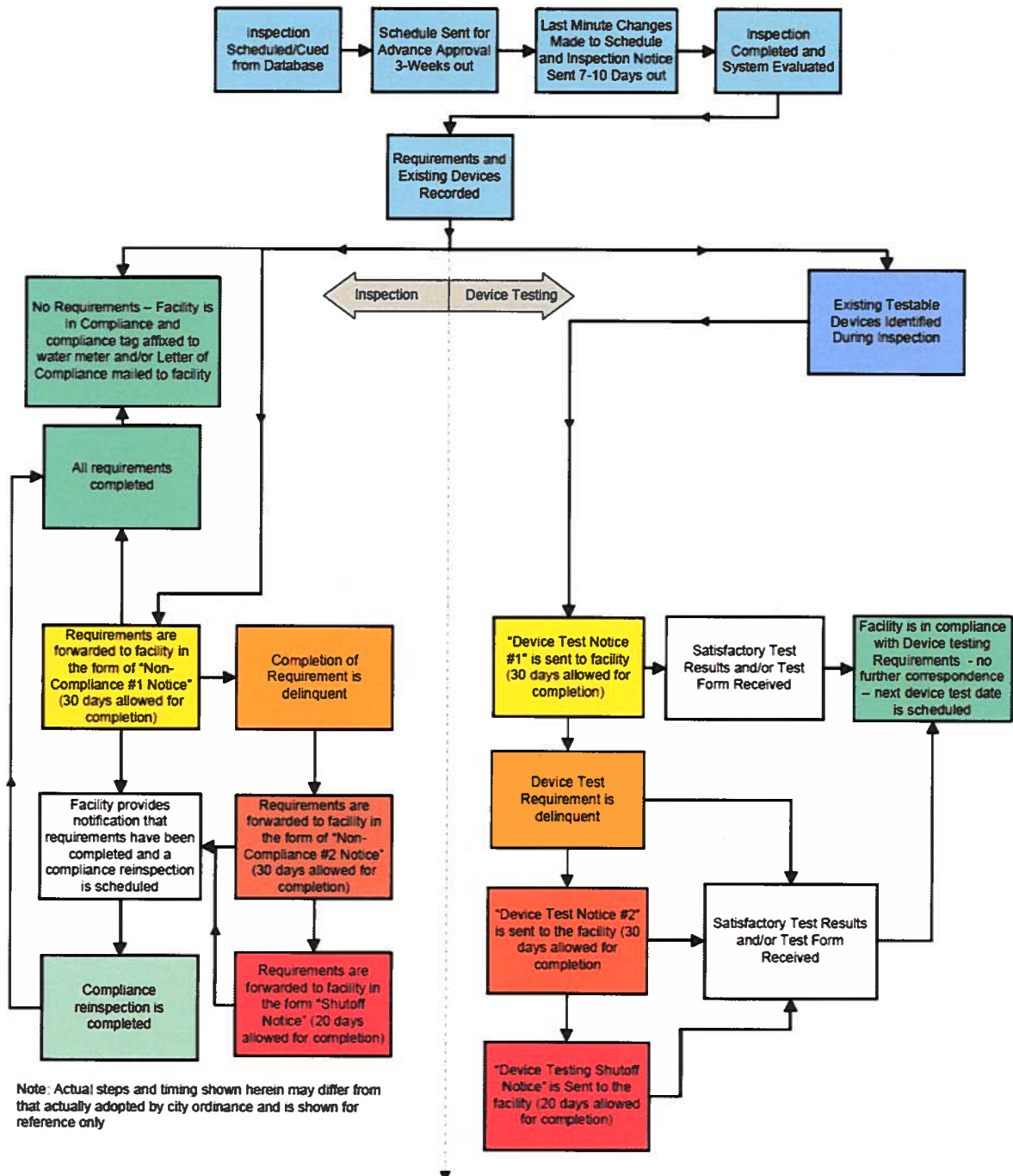
Enter your Customer Reference Number

or

Enter your State and County

Select your state

Inspection and Annual Backflow Test Record Compliance Process:



6. SECURE DATA AND WATER CUSTOMER CARE PROCESS

6.1. Program Data:

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies. HydroCorp will coordinate with the CITY to obtain accurate account listing/address information.

Specialized Software:



HydroCorp utilizes HydroSoft® (proprietary software) to manage Cross-Connection Control Program data. All program data captured shall remain the property of the Utility/City. The Utility/City can access program data, information and reports on-line via a web browser. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- EGLE Annual Report

Information Technology Infrastructure:

HydroCorp has a dedicated department responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time. We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C's for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

Program Data and Backup:

Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.

6.2. Live Program Data Access

Main Dashboard Example

HydroSoft **SAMPLE - Main Dashboard** **Cross-Connection Control Software Program Management System** **HydroSoft Support: 1-800-690-6651**

Dashboard Facility Organization Network Scheduling Inspections Maintenance Reports User Account **John Hudak** Logout

Hydro Dashboard **Perfectville**

Hydrosoft Details

Last Round of Inspections

Facility Name	Service Address	Status	Inspection Date
Ashley Mastri	4340 BLOWING POINT PL	Scheduled	01/03/2015
Sample Facility 01	700 Main St	Scheduled	01/03/2015
Westford Court	220 CELESTIAL WAY	Scheduled	01/03/2015
Sample Facility 02	2 Main St	Scheduled	10/28/2014
Perfectville Aerodrome LTD	2201 CAPTAIN'S WAY	In Process	09/09/2014
CARTERHURST TAIL S	219 MULLIGAN PL	In Process	09/09/2014
BERNETT AUTO SUPPLY	219 INDIANTOWN DR	In Process	09/09/2014
DL LEFTS MARINA # 22	2201 NARRIA ISLE WAY	In Process	02/11/2014
CARTERHURST TAIL S	219 MULLIGAN PL	Complete	08/06/2014
Sample Facility 06	600 Main St	In Process	08/06/2014
Kenny Tape	216 SPYGLASS LANE	Scheduled	11/11/2013
KCO LURE	2221 VL INDIANTOWN RD	In Process	10/06/2013
Rod Cohen	2204 CAPTAIN'S WAY	In Process	08/20/2013

Non-Compliance #2

Facility Name	Service Address	Status	Inspection Date
Global Product Development	4324 BABY ST	In Process	08/06/2014
Chris Greathouse	222 Main St	In Process	06/07/2014

Final Non-Compliance

Testing #1

Facility Name	Service Address	Serial Number	Status	Sent Date
Albert, MORRIS	1234 Main St	H017831	Passed	10/08/2014
KCO LURE	2221 VL INDIANTOWN RD	54321	Passed	05/08/2014
KCO LURE	2221 VL INDIANTOWN RD	A009285	Passed	05/08/2014
KCO LURE	2221 VL INDIANTOWN RD	123456	Passed	05/08/2014
BLUE WINTER DOCTORS	2151 CAPTAIN'S WAY	90120	Not Tested	05/08/2014
Ashley Mastri	4340 BLOWING POINT PL	12345	Passed	03/28/2014
ADMIRAL'S COVE	220 EAGLE DR	111222333	Not Tested	03/21/2014
ADMIRAL'S COVE	220 EAGLE DR	SAMPLE001	Not Tested	03/21/2014
AMERIC AUTO SALES IN	217 VENUS STREET	A005348	Not Tested	02/12/2014
Sample Facility 04	4 Main St		Passed	02/10/2014
Sample Facility 03	1234 Main St	SAMPLE03	Passed	02/10/2014

Testing #2

Facility Name	Service Address	Serial Number	Status	Sent Date
Sample Facility 07	2 Main St	SAMP02.2	Failed	09/21/2014
Sample Facility 02	2 Main St	SAMP02.2	Failed	09/20/2014
Albert, MORRIS	1234 Main St	H017531	Passed	02/14/2014
Sample Facility 02	2 Main St	SAMP02.2	Failed	02/13/2014

Final Testing

Facility Name	Service Address	Serial Number	Status	Sent Date
BOWENSTEIN, MICHELLE	222 SONATA DR	sample1	Failed	05/08/2014

Client

City of SampleVille
Replace with future Client Logo

Commercial

Accounts:	27
Accounts Inspected:	3
Secondary Source Total:	8
Reclaim:	7
Surface:	6
Well:	7
Testable Assemblies Total:	34
RPBP:	14
RPDA:	0
DCV:	8
DDCV:	0
PVB:	10
SVB:	2
Assemblies Tested (YTD):	0
DuCV:	6
AFHBVB:	2
HBVB:	4

Residential

Accounts:	1
Accounts Inspected:	0
Secondary Source Total:	1
Reclaim:	1
Surface:	1
Well:	1
Testable Assemblies Total:	2
RPBP:	0
RPDA:	0
DCV:	0
DDCV:	0
PVB:	2
SVB:	0
Assemblies Tested (YTD):	0
DuCV:	1
AFHBVB:	0
HBVB:	0

Inspections Completed (YTD): 1
Facilities Inspected (YTD): 1



6.3. Customer Service

HydroCorp has an extensive customer service call center to answer incoming telephone calls from water users. The call center is staffed from the hours of 8:00AM – 5:00PM MON-FRI. Most program calls and questions can be answered by one of our ASSE Backflow Prevention Program Certified representatives. Our field staff also carry tablet pc's and smartphones and can respond in a timely manner to any customer related issues.

Frequently asked questions, program brochures and other general Cross-Connection Control information can be found on our website. <http://www.hydrocorpinc.com/resources/faq/>

Public Education is a key component of a successful Cross-Connection Control Program. Some of the ways HydroCorp has assisted communities in their public education efforts include, but are not limited to:

- Providing a specific website with basic cross-connection control information and FAQ's, example: <http://www.hydrocorpinc.com/resources/faq/>
- Newspaper/press releases regarding cross-connection control and preparing/developing information that could be dispersed through social media.
- Direct mailing of informational brochures
- Speaking at town hall, council meetings, working groups, and at homeowner's association meetings
- Creation of Public Education Videos



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APPENDIX A – COMPLETE SCOPE OF SERVICES

In addition to the items listed in the Executive Summary of this proposal, HydroCorp will provide the following services throughout the term of the contract as stipulated in the City of Madison Heights RFP:

Scope of Work:

- (1) Provide complete cross-connection control inspections, program, and data management including:
 - a. Annually, complete commercial/industrial/school/apartment cross-connection control inspections, compliance inspections and re-inspections of facilities within the City using the containment and isolation review approach as supported by the EGLE Drinking Water and Environmental Health division. The number of inspections will be determined by available funding on an annual basis. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point-of-use inventory method of inspection.
 - b. Annually, complete residential cross-connection control inspections, compliance inspections and re- inspections of facilities within the City using the containment and isolation review approach as supported by the EGLE Drinking Water and Environmental Health division. The number of inspections will be determined by available funding on an annual basis. Unless otherwise specified, all inspections will be of the entire potable water system. Inspectors will survey all exposed piping and/or use the point- of-use inventory method of inspection.
 - c. Coordinate and notify customers of cross-connection control inspections and/or re-inspections in writing.
 - d. All testable & non-testable backflow prevention devices, program requirements and relevant code violations will be documented during an on-site inspection.
 - e. All existing backflow prevention devices, (i.e. testable & non-testable) must be inspected, inventoried and documented.
 - f. Generate all program notifications for users failing initial inspections and/or re-inspections informing them of installation requirements and/or testing requirements.
 - g. Perform re-inspection for each non-compliant location upon notification of completion of compliance requirements. All compliance inspections will be scheduled and completed as required. Provide full- time phone support for customer service

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questions by an ASSE-Series 5000 (or equivalent) trained individual. Phone will be staffed during normal business hours Monday through Friday. An automatic message service will be provided for after hour calls.

- h.** Coordinate and manage the testing of all backflow prevention assemblies in accordance with EGLE requirements. Services to include testing notification, requirements, receipt of executed test report, and maintenance of all testing data. All testing results will be maintained for a period of 7 years.
- i.** Submit comprehensive management reports to the City on a secure website. Status reports will be available on-line and include the number of inspections completed, notices sent, tests overdue, inspections overdue, a listing of inspections and re-inspections scheduled for the upcoming period, upcoming notifications, a list of facilities in, or not in, compliance.
- j.** Provide a comprehensive, bound annual report that includes a program summary, copy of the annual EGLE report, a detailed listing of all inspection locations, and individual listing of those facilities in, or not in, compliance, inspections completed, sites never inspected, and notifications sent.
- k.** Provide progress review meetings with the City's designated representative to discuss program status and specific recommendations as requested.
- l.** Provide a minimum of one (1) onsite EGLE Approved Operator Training class annually providing continuing education credits for licensed water operators employed by the City.
- m.** The inspector will check-in/out with the City contact person on a daily basis or as requested during the inspection period. The check in will include a list of inspections scheduled for the day. The check-out will include a verbal summary and the number of inspections completed for the day.
- n.** All expenses related to "time and travel" for completion of job scope is to be included in request for proposal.
- o.** Contractor will help to coordinate and provide a minimum of one (1) Public Informational Meeting and one Backflow Prevention Assembly Tester Meeting on an annual basis to explain the City Cross connection Control Program and provide procedures/certification requirements to Testers.
- p.** Contractor to produce and deliver up to 1,000 educational cross connection control brochures annually. Brochure shall be approved by the City prior to distribution and must be delivered within the first three (3) months of the contract award.



- q. Contractor will assist the City with a community wide public relations/education program including local press releases, public access television announcements and customized web site cross connection control program overview content and resources.
- (2) Provide and/or Review a Cross-Connection Control Plan specific to the City as required by EGLE. The plan must include code adaptation, references, program intent, standard operational procedures, all program and notice documentation, reporting procedures (including daily, monthly & annually), backflow prevention devices including detailed installation schematics, piping identification, and preference standards.

The plan must include a detailed re-inspection schedule for all facilities. The frequency for re-inspection of each facility will be influenced by the degree of hazard existing within the facility. The re-inspection frequency of each facility will be based on a 1 to 5 year time period. Contractor must work with the City and EGLE to get the plan approved. Contractor must submit plan to EGLE for approval.

- (3) The Contractor must use a cross-connection control software package for program management.
 - a. The software package must be approved by the City and able to produce at a minimum the following reports and notices:
 - a) Standard notices and reports to include, inspection, re-inspection, testing, non-compliance and compliance notices.
 - b) Produce management reports for notices, inventory of devices, device tests, inspection schedules, device test schedules, overdue inspections, and device test forms.
 - c) Schedule cross-connection control survey inspections and backflow prevention assembly testing notices from internal records, standard procedures, and timing as required by EGLE & approved City CCC Plan.
 - d) Track testable and non-testable devices & backflow prevention assemblies and compliance requirements.
 - e) Automatically access all data relevant to a particular facility or period of time.
 - f) Generate the Annual EGLE Water Supply Cross Connection Control Report and supporting documents.
 - g) On-line access for City to monitor and download reports and individual facility information. Reports shall be in a format which allows the City to easily sort and organize data.

City Responsibilities:

(1) Project Coordination:

- a. The City shall provide a single point of contact for any necessary project coordination.

(2) Provision of Letterhead:

- a. The City shall provide an electronic version of letterhead and logo to the Contractor for use on written correspondence.

(3) Provision of Records:

- a. The City shall provide the Contractor with a commercial, industrial, and institutional water account listing for their reference.

APPENDIX B – PRICING

HydroCorp will complete all services included in Appendix A (Scope of Work) according to the following fee schedule:

Non-Residential and Multi-Family Residential Accounts: ***\$135.00 per completed initial inspection, compliance inspection and/or re-inspection.***

Single Family Residential Accounts – **Option A**: ***\$95.00 per completed initial inspection, compliance inspection and/or re-inspection. Services included are defined in Section 1.2 of the proposal.***

Single Family Residential Accounts – **Option B**: ***\$55.00 per completed initial inspection, compliance inspection and/or re-inspection. Services included are defined in Section 1.3 of the proposal.***

Initial inspection shall be defined as the first visit to a facility that has not previously been inspected.

Re-inspection shall be defined as any visit to a facility that has been previously inspected and placed in compliance with the local Cross Connection Control Program. Typically, high hazard facilities are required to be re-inspected annually and all other facilities are placed on a five –(5) year re-inspection schedule for non-residential and multi-family residential, and 10 – (10) year re-inspection schedule for single family residential.

Compliance inspections shall be defined as any visit found to be in non-compliance during the initial and/or re-inspection. Compliance inspections will be scheduled upon notification that corrective actions have been completed. There is no additional fee/charge to the City for compliance inspections.

Total number of initial and/or re-inspections scheduled annually will be dependent upon the annual budget the City has set aside for the program. HydroCorp will invoice the City in 12 equal monthly payments based on the number of initial and/or re-inspections the City requests each year.

The pricing above will be honored for two consecutive years of services from the contract execution date. If this contract is extended beyond two years, annual price increases will be 4% annually or the cumulative consumers price index at the time of extension, whichever is greater.

APPENDIX C – REQUIRED CITY PROVIDED DOCUMENTS

COMPANY INFORMATION:Company Name HydroCorp, LLCPrinted Name/Title of Person Signing Bid Paul M. PattersonSignature Address 5700 Crooks Road, Suite 100, Troy, MI 48098Phone: 248-250-5022Fax: N/AEmail Address: ppatterson@hydrocorpinc.com Date: 5/16/2024

****SUBMIT ORIGINAL PROPOSAL ALONG WITH THREE COPIES IN A SEALED ENVELOPE MARKED ACCORDING TO SUBMITTAL GUIDELINES ALONG WITH QUALIFICATIONS QUESTIONNAIRE AND NON-COLLUSION AFFIDAVIT TO THE CITY OF MADISON HEIGHTS CLERK'S OFFICE BEFORE THE DEADLINE 11:00 A.M. ON May 17, 2024. ALL OTHER ITEMS – CONTRACT, LABOR & MATERIALS BOND (IF NECESSARY) – WILL BE SUBMITTED AFTER APPROVAL OF THE CONTRACT.****

VI. Additional Extension Option - MITN:

The City of Madison Heights is a member of the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative entities may wish to use this contract and will use a purchase order or contract for any or all of the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide its own purchase order or contract and must be invoiced separately to the address on the purchase order/contract.

Currently, there are more than 100 agencies participating in the MITN Cooperative.

() If an award is made to _____
(Company Name)

it is agreed that the contract will be extended to members of MITN Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative

~OR~

(X) Our company HydroCorp, LLC is NOT interested in extending this contract.
(Company Name)



Signature of Company Representative

(For more information on the MITN cooperative, including a list of participating agencies, please go to www.MITN.info.)

VII. CITY OF MADISON HEIGHTS
QUALIFICATION QUESTIONNAIRE

Failure to completely fill out this form or failure to supply adequate information could result in disqualification of bidder.

Name of Bidder: HydroCorp, LLC

Address of Bidder: 5700 Crooks Road, Suite 100, Troy, MI 48098

Type of Business Entity: Corporation
 (Example: Corporation, Partnership, etc.)

How Long Established: 41 Years

Names and Addresses of
 All Principals of Bidder: HydroCorp, LLC, 5700 Crooks Road, Suite 100, Troy, MI 48098

1. List all other Corporations, Partnerships, Assumed Names, and/or Businesses in which the above listed principals have an interest in any way, including but not limited to, ownership stockholder, employment, principal, officer or other business relationship.

The Riverside Company, 127 Public Square, Suite 5700 Cleveland, OH 44114

2. List 3 current references from municipalities or public agencies familiar with the work performed by the Bidder and list the name, addresses and telephone number of a contact person.

City of Clawson, MI - Trevor Zablocki, Superintendent of Public Works, 635 W. Elmwood, Clawson, MI 48017, 248-288-3222

City of Royal Oak, MI - Aaron Filipski, Director of Public Services, 1600 N. Campbell, Royal Oak, MI 48067, 248-246-3313

City of Southfield, MI, A.J. Jensen, Water & Sewer Supervisor, 25501 Clara Lane, Southfield, MI 48034, 248-796-4852

3. List 3 current references from private or non-public sources familiar with the work performed by the Bidder and list the name, address and telephone number of a contact person.

Apogee Engineers | Architects, Kyle Genther, Project Manager, 1151 Kildaire Farm Road, Cary, NC, 27511, 919-848-7420

Prein & Nehof, Daniel Sorek, P.E., 3355 Evergreen Drive NE, Grand Rapids, MI, 49525, 616-432-6705

Nick Queensland, Luminus Health, Director of Facilities, 2001 Medical Pkwy, Annapolis, MD 21401, 507-273-6348

4. List the names and address of all subcontractors the Bidder proposes to use on the project.

N/A

The undersigned verifies that the information contained herein is truthful and accurate and acknowledge that they are owners or agents of the Bidder.



**Bidder's or Authorized
Representative's Signature**

Senior Vice President

Title of Signatory

Paul M. Patterson

Bidder's Printed Name

Dated: May 16, 2024

Subscribed and sworn to before me on
This 16th day of May, 2024.

Karen Lynn Hanson

Notary Public

Oakland County, Michigan

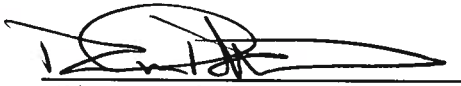


NON-COLLUSION AFFIDAVIT**Return this completed form with your sealed bid.**

Paul M. Patterson _____ being duly sworn deposes and says:

That he/she is Senior Vice President of HydroCorp
(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 16th **day of** May, 2021 **before me, a Notary Public in and for**
said County.



Notary Public

My Commission Expires:

7-11-25

KAREN LYNN HANSON
Notary Public - State of Michigan
County of Oakland
My Commission Expires Jul 11, 2025
Acting in the County of Oakland