

\* Berkley \* Beverly Hills \* Bingham Farms \* Birmingham \* Clawson \* Huntington Woods \* Lathrup Village \* Pleasant Ridge \* Royal Oak \* Southfield \* Southfield Township

## **AGENDA**

Regular Meeting – Wednesday, February 14, 2024 – 8:30 a.m.

## Baldwin Public Library, 300 W. Merrill St., Birmingham

- 1. Meeting Called to Order
- 2. Roll Call, Recognition of Visitors & Public Comment
- 3. Approval of Agenda
- 4. Approval of Minutes Regular Meeting January 10, 2024
- 5. Approval of Warrants WA-862

## 6. ADMINISTRATIVE REPORTS

- A. GLWA Rate Process for 2024/25
- B. SOCWA Sales Rates for 2024/25
- C. GLWA Issues
- D. Quarterly Report January 2024
- E. Quarterly Legal Report
- F. Investments July 1, 2023 to December 31, 2023
- G. Office Painting
- 7. ITEMS NOT ON AGENDA

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## 8. MONTHLY REPORTS

- A. Water Consumption Reports January 2024
- B. Budget Analysis January 2024
- C. Budget Analysis July 2023 January 2024
- D. Water Samples January 2024
- E. Precipitation Inches (Webster Pumping Station)

## **Joint Meeting**

- 1. Personnel Policy Change Administrative Staff Health Insurance
- 2. General Manager Transition Plan
- 3. Independent Contractor Agreement
- 4. Banking Changes

## 9. Adjournment

Notice: The Southeastern Oakland County Water Authority will provide necessary, reasonable auxiliary aids and services, such as signers, for the hearing impaired, or audiotapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Southeastern Oakland County Water Authority by writing or calling: General Manager's Office, 3910 W. Webster Road, Royal Oak, MI 48073; (248) 288-5150.

## SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

## Regular Meeting – January 10, 2024 Table of Contents

Agenda Approved as Amended –	11478
<u>MINUTES</u>	
Meeting Minutes – Regular Meeting – December 13, 2023 – Approved –	11479
WARRANTS	
Warrant No. WA-861 – Approved –	11480
ADMINISTRATIVE REPORTS	
GLWA Rate Process for 2024/25 – Received and Filed –	11481
GLWA Issues – Received and Filed –	11482
Webster Tank Separation Project – Approved –	11483
Lead and Copper Rule – System Materials Inventory and Consumer Notification – Received and Filed –	11484
General Manager Employment Agreement – Approved –	11485
Personnel Policy Change – Administrative Staff Retiree Health Care and Parental Leave – Approved –	11486
Discussion of Current General Manager Retention Bonus – Approved –	11487
Meeting Adjourned –	11488

## MINUTES OF THE REGULAR MEETING OF THE SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

## Wednesday, January 10, 2024 – Berkley Parks and Recreation

The meeting was called to order at 8:30 a.m. by Mr. Jim Breuckman, Chair.

<u>Present</u>	<u>Votes</u>	<b>Municipality</b>
Shawn Young	2	Berkley
Jeff Campbell	2	Beverly Hills
Kurt Jones	1	Bingham Farms
Melissa Coatta	5	Birmingham
Trever Zablocki	1	Clawson
Rocco Fortura	1	<b>Huntington Woods</b>
Susie Stec (Alternate)	1	Lathrup Village
Jim Breuckman	1	Pleasant Ridge
Aaron Filipski	10	Royal Oak
Patrick Ryan	15	Southfield
Jeff Campbell	<u>1</u>	Southfield Township
TOTAL	40	
Absent		

None

## Also Present

Jeff McKeen, General Manager Bob Jackovich, Operations Manager Robert Davis, General Counsel Colette Farris, Organizational Development Manager Mike Greene, Lathrup Village

5948.

-11478 -

Motion by Mr. K. Jones, supported by Mr. A. Filipski:

That the agenda be approved as amended.

## **ROLL CALL VOTE**

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

#### Motion Carried.

-11479 -

Motion by Mr. K. Jones, supported by Mr. J. Campbell:

That the December 13, 2023 Regular Meeting minutes and the December 19, 2023 Special Meeting minutes be approved as submitted.

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

## **Motion Carried.**

-11480 -

Motion by Mr. K. Jones, supported by Mr. A. Filipski:

That Warrant No. WA-861 in the amount of \$2,504,528.23 be approved and payments authorized.

#### **ROLL CALL VOTE**

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

#### **Motion Carried.**

-11481-

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

5949.

That the report on the GLWA Rate Process for 2024/25 be received and filed.

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

#### **Motion Carried.**

-11482-

Motion by Mr. A. Filipski, supported by Ms. S. Stec:

That the report on GLWA issues be received and filed.

Yeas: Young, Jones, Ecker, Zablocki, Fortura, Breuckman, Filipski, Ryan (36 votes)

Nays: None

Absent: Campbell (2 votes), Stec (1 vote), Campbell (1 vote)

## **Motion Carried.**

-11483-

Motion by Mr. P. Ryan, supported by Mr. S. Young:

That the contract for Phase 1 of the Webster Tank Separation Project be awarded to Trojan Development at a cost not to exceed \$480,000, the purchase of a 36" valve from Core and Main at a price of \$67,000 and the purchase of 36" concrete cylinder pipe/ductile iron pipe adapters from Watertap Pipeline Specialists at a price of \$32,000.

#### ROLL CALL VOTE

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

## **Motion Carried.**

-11484-

Motion by Ms. S. Stec, supported by Mr. A. Filipski:

That the report on Lead and Copper Rule – Systems Materials Inventory and Consumer Notification be received and filed.

5950.

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

## **Motion Carried.**

-11485-

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

That the General Manager Employment Agreement be approved by the Board.

## **ROLL CALL VOTE**

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

## **Motion Carried.**

-11486-

Motion by Mr. P. Ryan, supported by Ms. S. Stec:

That the Authorities' Personnel Policies be revised to allow Medicare eligible employees to use their Health Care Savings Plan funds for reimbursement of Medicare premiums, to terminate the required 5% of salary contribution to the Health Care Savings Plan and to add 80 hours of parental leave.

## **ROLL CALL VOTE**

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

## **Motion Carried.**

-11487-

Motion by Mr. K. Jones, supported by Mr. P. Ryan:

To work with the current General Manager and MERS to draft an amended contract after the new General Manager begins which includes a \$20,000 bonus to be paid equally by SOCWA and SOCRRA.

## **ROLL CALL VOTE**

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

## **Motion Carried.**

-11488-

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

That the meeting be adjourned.

Yeas: Young, Campbell, Jones, Coatta, Zablocki, Fortura, Stec, Breuckman, Filipski,

Ryan, Campbell (40 votes)

Nays: None Absent: None

The meeting was adjourned at 10:07 a.m.

APPROVED:	
	Chair
	<u> </u>
	Secretary

WA 862 ACCT. 1020 CHECK #

CHECK #	PAYEE	AMOUNT	PURPOSE
58699	Davis Listman	2,668.31	Legal Services
58700	Great Lakes Water Authority	2,093,564.85	Purchase of Water
58701	Harbor Freight Tools	43.95	Maintenance of Building, Tools - Webster
58702	Home Depot Credit Services	12.54	Maintenance of Building - Webster
58703	Michigan Municipal Risk Mgmt	10,568.25	Property & Liability Insurance
58704	O'Reilly Auto Parts	31.15	Safety Maintenance - Webster
58705	TWN Consulting LLC	625.00	Consulting - GM Search
58706	Paragon Laboratories Inc	1,025.00	Regulatory Testing
58707	Staples	406.46	Office Expense
58708	Suburban Commercial Cleaning	650.00	Office Cleaning
58709	Gary Knurek Inc.	308.71	Maintenance of Equipment - Webster
58710	Kim Tisler	30.38	Mileage Reimbursement
58711	Airgas USA LLC	151.42	Supplies - Webster
58712	Home Depot Credit Services	30.23	Maintenance of Building - Webster
58713	Employee Optical Dental Reimbursement	67.00	Employee Optical Dental Reimbursement
58714	Metal Mart U.S.A.	102.16	Tools - Webster
58715	RKA Petroleum	2,305.18	Fuel - Webster
58716	SOCRRA	12.00	Reimburse SOCWA Charges on SOCRRA Credit Card
58717	Paragon Laboratories Inc	350.00	Regulatory Testing
58718	D'Angelo Brothers Inc.	3,820.80	Lead Service Replacement - RO
58719	MissionSquare	1,820.55	Deferred Compensation
58720	Employee Optical Dental Reimbursement	230.00	Employee Optical Dental Reimbursement
58721	CDW-Government	1,336.10	Computer Software Maintenance - Webster
58722	Billings Lawn Equipment	6.54	Maintenance of Equipment - Webster
58723	Boulevard & Trumbull Towing	200.00	Maintenance of Equipment - Webster
58724	Durst Lumber Company	101.85	Maintenance of Building, Maintenance of Equipment - Webster, Gare
58725	McNaughton-McKay	3,202.54	Maintenance of Equipment
58726	Transformer Inspection Retrofill	1,060.00	Maintenance of Equipment - Shafter
58727	Paragon Laboratories Inc	512.50	Regulatory Testing
58728	D'Angelo Brothers Inc.	188,831.22	Lead Service Replacement - Bl
58729	Gary Knurek Inc.	684.24	Maintenance of Equipment - Webster
58730	Employee Optical Dental Reimbursement	192.50	Employee Optical Dental Reimbursement
58731	Employee Optical Dental Reimbursement	140.75	Employee Optical Dental Reimbursement

 ACCT. 1020
 JANUARY 2024

 CHECK#
 PAYEE
 AMOUNT
 PURPOSE

		AMOUNT	
58732	Home Depot Credit Services	243.59	Maintenance of Building - Webster
58733	O'Reilly Auto Parts	25.96	Maintenance of Equipment - Webster
58734	Blue Cross Blue Shield of Michigan	23,480.33	Health Insurance
58735	Progressive Plumbing Supply	109.26	Maintenance of Building - Webster
58736	MGFOA	381.00	Personnel Improvement
58737	Fidlar Technologies Inc	1,185.75	Office Expense
58738	Durst Lumber Company	3.92	Maintenance of Equipment - Webster
58739	Home Depot Credit Services	272.94	Maintenance of Building, Maintenance of Equipment - Webster
58740	Infoview Systems Inc.	850.00	Consulting
58741	O'Reilly Auto Parts	24.13	Supplies - Webster
58742	Southfield Muffler	111.95	Maintenance of Equipment - Webster
58743	Standard Insurance Company	462.46	Life Insurance
58744	Paragon Laboratories Inc	1,025.00	Regulatory Testing
58745	MissionSquare	1,828.16	Deferred Compensation
58746	Employee Optical Dental Reimbursement	1,098.14	Employee Optical Dental Reimbursement
ACH	AFLAC	510.52	Supplemental Insurance
ACH	Alerus - MERS Plan Payments	8,506.03	Deferred Compensation - HCSP, Defined Contribution & 457
ACH	Ascentis	127.00	Monthly Timeclock Charges
ACH	TelNet Worldwide	223.09	Telephone
EPAY	Applied Imaging	101.20	Copier & Printer Maintenance
EPAY	AT&T	537.57	Cell Phones/Internet/Website
EPAY	BASIC	496.80	2024 Renewal & Quarterly Administrative Fees
EPAY	Comcast	86.90	Internet/Website
EPAY	Consumers Energy	2,933.44	Natural Gas Service, all locations
EPAY	DTE	7,159.80	Electric Service, multiple locations
EPAY	Flagstar	3,381.10	Credit Card, Details on last page
EPAY	MERS of Michigan	7,450.55	Defined Benefit
EPAY	Verizon	395.44	Internet/Website/SCADA
EPAY	WOW! Business	982.55	Internet/Website

**OPERATION & MAINTENANCE FUND** 

WA 862

2,379,086.76

I HEREBY CERTIFY THAT I HAVE EXAMINED THE INVOICES COVERED BY THE ABOVE VOUCHERS FOR RECEIPT OF MATERIALS OR SERVICES RENDERED AND
THAT THE PRICES AND COMPUTATIONS ARE CORRECT.

	General Manager	
Treasurer		
	Secretary	

The payments listed above were presented to the Board of Trustees and were reviewed with no objection on February 14, 2024.

WA 862 ACCT. 1020

PAYEE AMOUNT PURPOSE

EPAY	Flagstar Credit Card - Detail	9.00	Maintenance of Equipment
		359.98	Misc. Expense
		330.74	Administrative Office Expense
		29.87	Administrative Office Expense
		6.88	Administrative Office Expense
		19.05	Administrative Office Expense
		342.50	Administrative Office Expense
		313.50	Administrative Office Expense
		330.00	Personnel Improvement
		330.00	Personnel Improvement
		330.00	Personnel Improvement
		54.26	Administrative Office Expense
		26.50	Misc. Expense
		45.00	Personnel Improvement
		86.17	Administrative Office Expense
		34.45	Administrative Office Expense
		38.25	Administrative Office Expense
		640.00	Personnel Improvement
		54.95	Administrative Office Expense

3,381.10

Board of Trustees Southeastern Oakland County Water Authority

Subject: GLWA Rate Process for 2024/25

## **Board Members:**

The GLWA Audit Committee and the GLWA Board have begun to discuss the proposed rate increases for 2024/25. I anticipate that the large increases in operations and maintenance costs, the large increase in capital costs and the large decrease in capital contribution will receive additional scrutiny. The GLWA Board has scheduled the public hearing on 2024/25 water rates for February 28, 2024 and they have scheduled four meetings for March of 2024 at which the proposed budget and rates will be discussed. GLWA appears to be aiming to have the rates approved by March 31, 2024. My rate projection for 2024/25 in the next agenda item assumes the draft GLWA rate increase of 3.06% for SOCWA.

The 7.3% rate increase proposed by GLWA for SOCWA can be broken down into the following components:

General rate increase	+4.08%
Increased investment earnings	-1.66%
Decreased water sales	+0.83%
Cost shifts to Detroit and Flint	-0.19%
Total	+3.06%

There are no charges relating to Highland Park's previous unpaid water bills in the rates for 2024/25 and GLWA is assuming that they receive full payment from Highland Park for 2024/25 charges.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the report on the GLWA Rate Process for 2024/25 be received and filed."

February 4, 2024

Board of Trustees Southeastern Oakland County Water Authority

Subject: Projected Water Sales Rates for 2024/25

**Board Members:** 

I am proposing that the member communities use a SOCWA rate of \$20.04 per thousand cubic feet (MCF) for planning purposes. This is a 4.5% increase from the 2023/24 rate. The primary reason for this rate increase is the 3.06% proposed increase in the GLWA rates to SOCWA combined with lower projected SOCWA water sales. I am also proposing a 4.5% rate increase for both Bloomfield Hills and Bloomfield Twp. to a new rate of \$35.38 per thousand cubic feet. I am also proposing that SOCWA continue to recover 10% of its projected costs through a fixed monthly charge. The monthly fixed charge will be about 4.5% higher than 2023/24.

This proposed rate increase assumes water sales volumes equal to 1% less than the average of the sales for the calendar years 2020 and 2022. I am not using the water sales for calendar year 2021 or 2023 due to the unusually low water sales throughout both years. This volume is 4.8% higher than the volume being used by GLWA to establish SOCWA's rates for 2024/25 and is 1.0% higher than the volume used for the SOCWA budget for 2023/24.

Following the February Board meeting, I will communicate this proposed rate to each member community and to Bloomfield Hills and Bloomfield Twp.

We have begun to prepare the 2024/25 budget for SOCWA, which will determine the actual SOCWA sales rate for 2024/25. I plan to have the budget completed for distribution to the Board at the April Board meeting and I plan to ask the Board for approval of the budget at the May Board meeting. I am cautiously optimistic that we will be able to use the final, GLWA Board approved rates in the budget.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the report on the Projected Water Sales Rate for 2024/25 be received and filed."

February 6, 2024

Board of Trustees Southeastern Oakland County Water Authority

Subject: GLWA Issues

**Board Members:** 

This report is intended to update the Board on the Highland Park unpaid bill issue issues and other recent developments concerning GLWA.

## **Highland Park Settlement**

The parties continue to work on the implementation of the term sheet that outlined the settlement between GLWA, Highland Park and the State of Michigan. The State legislation has approved the funding for GLWA capital improvement projects (\$5 million for the water system and \$25 million for the sewer system) and the Governor has signed the legislation. GLWA continues to monitor the progress on the many issues that are required to implement the settlement. This will be an effort that continues over many months. The proposed bill credits from GLWA will not be issued until all of these issues are resolved.

## Main Break on 120" Water Main

SOCRRA has received the payment from GLWA that will allow us to resolve the settlement regarding the withheld payment of \$44,984.91 in June of 2023. The accounting and the transfer of funds from SOCRRA to SOCWA took place in early February. SOCWA recovered \$41,214, which is 92% of our claim. Mr. Davis and I have developed a brief agreement that we propose to submit to GLWA regarding reimbursement for similar situations. A draft of this agreement is attached. Following review by the Board, Mr. Davis and I will meet with GLWA to discuss this agreement. Any revisions to this agreement will be reviewed with the Board at a future Board meeting.

## Water Affordability Legislation

The water affordability bills continue to be in committee in both houses. Following the January Board meeting, Mr. Davis prepared the attached resolution for consideration by the Board. The resolution is supportive of the concept of water affordability but is in opposition to the pending legislation because it doesn't recognize our existing contributions to water affordability through GLWA's WRAP program and because it creates a state entity that would duplicate the services performed by the WRAP program. Mr. Davis and I are recommending that the draft resolution be approved by the Board.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the report on GLWA Issues be received and filed."

## COST REIMBURSEMENT AGREEMENT

This Cost Reimbursement Agreement ("Agreement"), is dated this \_\_\_\_ day of \_\_\_\_, 2024 between the Great Lakes Water Authority, located at 735 Randolph Street, Detroit, Michigan 48226 ("GLWA") and Southeastern Oakland County Water Authority located at 3910 W. Webster Road, Royal Oak, Michigan 48073 ("SOCWA"), and states the following:

## **RECITALS**

- **WHEREAS**, GLWA provides a water source to a designated area of customers in the State of Michigan; and
- **WHEREAS**, SOCWA is an enabled authority organized and operating under Michigan law that purchases water from GLWA and uses a SOCWA operated distribution system to deliver the water supply to its member communities in Oakland County, State of Michigan; and
- **WHEREAS**, GLWA has water lines, pumps, lifts and other significant equipment and infrastructure to manage and deliver water to its customer base; and
- **WHEREAS**, SOCWA has water lines, pumps, lifts and other significant equipment and infrastructure to manage and deliver water to its member communities; and
  - WHEREAS, SOCWA is a customer of GLWA by Contract; and
- **WHEREAS,** from time-to-time GLWA sustains damages, circumstances or other service interruptions and GLWA requests that SOCWA modify its operations to assist GLWA in addressing the circumstances presented; and
- **WHEREAS**, these requests by GLWA to SOCWA are normally granted by SOCWA but often result in direct and/or consequential costs to SOCWA; and
- **WHEREAS**, SOCWA wishes to continue to cooperate with the requests of GLWA to the fullest extent possible provided SOCWA has a mechanism in place to recover the costs associated with the cooperative efforts; and
- **WHEREAS**, the purpose of this Agreement is to recognize the potential costs incurred by SOCWA on a case-by-case basis and to put in place a process whereby the costs incurred by SOCWA are documented by SOCWA and presented to GLWA for full and timely cost reimbursement.
- **NOW, THEREFORE**, GLWA and SOCWA do hereby agree as follows with adequate consideration accepted and acknowledged by both parties:
  - 1. <u>Authority</u>. GLWA and SOCWA each represent and warrant that it has the authority to be bound by the terms and conditions of this Agreement.

- 2. <u>Term and Termination</u>. This Agreement shall remain in place subject only to mutually agreed to written amendments unless terminated by either party with sixty (60) days notice.
- 3. <u>Cost</u>. A "Cost" under this Agreement shall be any direct or consequential Cost incurred by and documented by SOCWA that is a result of any SOCWA action that arises from and related to a GLWA request that SOCWA alter its operations to accommodate and assist in resolving a GLWA operational issue.
- 4. <u>Claim</u>. A "Claim" under this Agreement shall be a written Claim made by SOCWA to GLWA that documents the requested actions made by GLWA to SOCWA and documents the Costs to SOCWA to carry-out that request. Any Claim under this Agreement shall be made in writing and shall be presented to GLWA by SOCWA within sixty (60) days of the last incurred Cost related to the event at issue and forming the basis of the Claim under this Agreement.
  - SOCWA will notify GLWA that SOCWA intends to file a Claim under this Agreement as soon as is practicable but no later than seven (7) calendar days after GLWA requests that SOCWA modify its operations to assist GLWA. SOCWA will advise GLWA as to the approximate value of the Claim on a twice monthly basis following SOCWA's notification to GLWA of its intention to file a Claim.
- 5. <u>Claim Review and Response</u>. GLWA shall, within sixty (60) days of any Claim submitted to it by SOCWA under this Agreement, review and respond to the Claim with payment of the Claim, partial payment of the claim with explanation, or rejection of the Claim with explanation. If GLWA does not respond to a Claim by SOCWA with sixty (60) days of the Claim submission by SOCWA, GLWA will pay the Claim in its entirety.
- 6. <u>Claim Resolution</u>. GLWA and SOCWA, by their designees, agree to meet, discuss and attempt, in good faith, to resolve any rejected portions an any Claim made under this Agreement. The meeting shall be scheduled and shall take place within forty-five (45) days of any rejected Claim amounts. The forty-five (45) days may only be extended by mutual agreement of GLWA and SOCWA. If any portion of the Claim remains unresolved, the parties shall have the right to pursue other legal remedies as allowed by the applicable laws.
- Closing the Claim. When the Costs under any Claim made by SOCWA to GLWA under this Agreement are resolved, the Claim shall be considered closed and completed.
- 8. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between SOCWA and GLWA and shall be a fully integrated agreement for all legal purposes.
- 9. <u>Michigan Law and Mutual Drafting</u>. This Agreement shall be construed under Michigan law and shall be deemed to be mutually drafted.

The parties have executed and delivered this Agreement as of the date first written above.

## **GREAT LAKES WATER AUTHORITY**

3y:	_
ts:	_
Dated:	
SOUTHEASTERN OAKLAND COUN	г\
WATER AUTHORITY	I 1
WATER AUTHORITI	
3y:	
3y: ts:	_



\* Berkley \* Beverly Hills \* Bingham Farms \* Birmingham \* Clawson \* Huntington Woods \* Lathrup Village \* Pleasant Ridge \* Royal Oak \* Southfield \* Southfield Township

## SOCWA BOARD OF TRUSTEES REGULAR MEETING – FEBRUARY 14, 2024

## CERTIFIED RESOLUTION Opposing SB 0549-0544 and HB 5088-5093

	<del></del>
Motion b	y; supported by:
W	HEREAS, SOCWA is an authority authorized and enabled by State law; and
W	HEREAS, SOCWA is comprised of the following municipal members; and

Berkely	Beverly Hills	
Bingham Farms	Birmingham	
Clawson	Huntington Woods	
Lathrup Village Royal Oak	Pleasant Ridge	
Royal Oak	Southfield	
	Southfield Township	

WHEREAS, SOCWA purchases water from the Great Lakes Water Authority ("GLWA") at optimal times and rates for distribution to its municipal members as set forth above; and

WHEREAS, SOCWA distributes and manages the water supply SOCWA purchased from GLWA to over 240,000 residential customers; and

WHEREAS, GLWA currently has in place and provides a Water Residential Assistance Program ("WRAP") that offers to low-income customers an income-based program with values up to \$100 per month in billing credits, \$2,400 in bill arrearage assistance, and \$2,000 in qualified repairs; and

WHEREAS, SOCWA actively participates in funding the WRAP by way of the current charges imposed on SOCWA by GLWA and those charges are then imposed on the SOCWA member municipalities; and

WHEREAS, several "Water Affordability" bills have been introduced in the State Legislature (SB 0549-0554, HB 5088-5093) which purport to create a statewide fund which would duplicate the

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benefits of the WRAP by charging every customer now serviced by SOCWA certain fees regardless of usage or current income level and may, under certain circumstances reach \$36 per customer; and

WHEREAS, this legislation would create another state entity to perform the same function as the WRAP and this duplication of services and fees should be rejected; and

WHEREAS, SOCWA and its member municipalities fully support actions related to Water Affordability. However, SOCWA and its member municipalities already contribute to the valuable programs by way of WRAP and no duplication of these costs is fair or equitable as suggested by the bills introduced as outlined above.

NOW, THEREFORE, SOCWA, by a vote of its Board on the 14<sup>th</sup> day of February, 2024 does hereby oppose SB 0549-0554 and HB 5088-5093 because the proposed legislation duplicates a viable and working system already in place under WRAP; and SOCWA, by it municipal members, urges the State elected representatives and the representatives from Oakland County to oppose this legislation.

Yeas:	
Nays:	
Absent:	

## **Motion Carried.**

I hereby certify that the above is a true copy of a Resolution adopted at the SOCWA Board meeting held on February 14, 2024.

Colette Farris, Acting Secretary
SOCWA

January 11, 2024

Board of Trustees SOCWA	
Subject: Quarterly Report - Second Quarter 2023-2024	
Board Members:	
The SOCWA Quarterly Report – Second Quarter 2023-20 and sent electronically as a separate attachment. Please dis Council/Commission members.	
It is recommended that the Quarterly Report – Second Qua	arter 2023-2024 be received and filed.
	Submitted by:
	Colleen Wayland Accountant/Treasurer
Approved by:	
Jeffrey A. McKeen, P.E. General Manager	
Suggested Resolution: "That the Quarterly Report – Secon filed."	nd Quarter 2023-2024 be received and



\* Berkley \* Beverly Hills \* Bingham Farms \* Birmingham \* Clawson \* Huntington Woods \* Lathrup Village \* Pleasant Ridge \* Royal Oak \* Southfield \* Southfield Township

## QUARTERLY REPORT January 2024

BOARD OF TRUSTEES		
Representative	Municipality	
Shawn Young	City of Berkley	
Jeff Campbell	Village of Beverly Hills	
Kurt Jones	Village of Bingham Farms	
Melissa Coatta	City of Birmingham	
Trever Zablocki	City of Clawson	
Rocco Fortura	City of Huntington Woods	
Susie Stec	City of Lathrup Village	
Jim Breuckman	City of Pleasant Ridge	
Aaron Filipski	City of Royal Oak	
Patrick Ryan	City of Southfield	
Jeff Campbell	Township of Southfield	

OFFICERS			
Chair:	J. Breuckman		
Vice Chairman: K. Jones			
Secretary:	R. Fortura		
Advisory Committee:	Breuckman, Jones, Fortura,		
-	Filipski		

Jeff McKeen	General Manager
Bob Jackovich	Operations Manager

Board of Trustees Southeastern Oakland County Water Authority

Subject: Quarterly Report - January 2024

**Board Members:** 

Attached is a copy of the Southeastern Oakland County Water Authority's Quarterly Report covering the first six months operation of the fiscal year 2023/24. The report contains a financial statement of the Authority's operation and an outline of projects in progress or completed during the second quarter. The report also contains statistical information and other information of general interest to the members of this Authority.

## **FINANCIAL STATEMENT**

The total net operating income before depreciation for the first 6 months of 2023/24 was \$125,154, which was \$1,077,108 less than budgeted. This was a very large decrease from the net income of \$1,765,101 for the first six months of 2022/23.

Revenue	Actual \$14,633,887	Compared to Budget - \$2,125,550
Expenses	\$14,508,733	- \$1,048,442
Net Income (before depreciation)	\$ 125,154	- \$1,077,108

SOCWA's working capital was 20.3% as of December 30, 2023. This is higher than the 8.3% working capital goal approved by the Board and a decrease from the 23.6% working capital as of December 29, 2022.

The decrease in revenue was primarily due to lower than planned water sales to the member communities (-\$1,132,000) and to Bloomfield Hills and Bloomfield Twp. (-\$1,256,000) which were partially offset by higher than planned miscellaneous revenue (+\$186,000) and interest income (+\$84,000). Water sales volumes for the six-month period were 14.6% lower than the actual water sales volumes for the same period in 2022/23 and were 14.7% lower than budgeted.

The decrease in expenses was due largely to lower than planned costs for water purchased (-\$954,000), utilities (-\$29,000), supplies (-\$28,000), Miss Dig (-\$22,000, which are largely a matter of timing), non-labor Administrative & General (-\$21,000), maintenance (-\$20,000) and labor (-9,000) which were partially offset by higher regulatory water testing costs (+\$35,000).

Capital expenditures for the first six months of the fiscal year totaled \$133,048 and were for purchase of two vehicles (\$68,000) and for the initial expenses for the replacement of two pressure reducing valves (\$62,000).

Additional financial detail is attached.

The following is the Authority's record of revenues and expenditures based on the average cost per 1,000 cu. ft. of water.

	2021/22	2022/22	2022/24	Over or Under
	2021/22	2022/23	2023/24	2022/23
Total Sales (MCF)	645,997	728,574	622,172	-106,402
Water Sales	\$20.99	\$21.70	\$22.87	+1.17
Other Income	0.12	<u>0.16</u>	0.65	+0.49
Total Income	\$21.11	\$21.86	23.52	+\$1.66
Water Purchased for Resale	18.94	18.19	21.48	+3.29
Operating Expenses	<u>1.86</u>	1.42	<u>1.84</u>	+0.42
Total Operating Expenses	\$20.80	\$19.60	\$23.32	+\$3.71
Available for Improvements	\$0.31	\$2.26	\$0.20	-\$2.06

## **COMPARATIVE STATEMENT**

The following is a comparison of the first six months operation of the current fiscal year with the same period of the previous fiscal year.

Revenues From the Sale of Water -\$1,580,048 Revenues From Other Sources + 166,201

TOTAL REVENUES - \$ 1,413,847

Operating Expenses

Water Purchased for Resale + \$114,436 Other Operating Expenses + 111,664

TOTAL EXPENDITURES + \$226,100

NET INCOME BEFORE DEPRECIATION - \$1,639,947

The table on the next page is the record of SOCWA water sales volumes for the period July 1 through December 31. The six-month record shows a very large decrease in water sales volume of 14.6% during the current fiscal year compared with the same period of the previous fiscal year. Water sales volumes were also 14.6% below budget for the period. Precipitation was much higher than normal for July and August. Water sales were lower than the previous year for all six months of the period.

WATER CONSUMPTION – DAILY AVERAGE (MGD)						
	JUL	Y 1 THRO	OUGH DE	CEMBER	31	
						Over or
Month	2019	2020	2021	2022	2023	Under 2022
July	36.08	44.53	30.79	39.81	33.77	-6.04
August	38.35	39.57	33.02	37.13	31.19	-5.94
September	30.00	31.16	29.77	34.10	28.27	-5.83
October	22.48	22.88	22.51	24.52	21.26	-3.26
November	20.21	19.78	20.68	21.00	18.69	-2.31
December	20.12	19.73	20.74	21.02	18.46	-2.56
Average	27.90	29.65	26.26	29.62	25.29	-4.33
Variance	-5.8%	+6.3%	-11.4%	+12.8%	-14.6%	

The following is the precipitation record, as recorded at the Webster Station:

PRECIPITATION – INCHES						
Month	2019	2020	2021	2022	2023	
July	7.15	2.46	7.15	3.06	4.25	
August	3.04	7.31	5.64	4.93	5.47	
September	4.84	2.72	6.00	1.89	1.42	
October	4.97	3.27	6.20	0.53	3.14	
November	1.52	2.49	2.39	1.28	1.19	
December	2.60	5.30	2.13	2.60	3.40	
Total:	24.12	23.55	30.15	14.29	18.87	

## **MAJOR PROJECTS**

## **GLWA WATER RATES**

GLWA will be announcing the rates for 2024/25 in January. GLWA is budgeting water sales for 2024/25 that will be lower than the 2023/24 budget which may make the expected rate increase from GLWA greater than in previous years. SOCWA water rate estimates for 2024/25 will be provided to the SOCWA Board at their February meeting.

#### **GLWA ISSUES**

## **GLWA Customer Outreach**

GLWA has adopted the same Customer Outreach Program that DWSD has used for many years. SOCWA staff is continuing to participate in the GLWA Customer Outreach Process. I have been serving as one of seven elected customer co-chairs of the One Water Partnership that guides this process. Significant progress has been made in improving the level of communication and understanding between GLWA and its customers through this process, which will be a continuing effort. SOCWA continues to be a strong proponent of GLWA's customer partnering process. The Customer Outreach Program continues to be very important in continuing the excellent relationship between GLWA and its customers.

## **GLWA Board of Directors**

Mr. Brian Baker, the GLWA Director representing Macomb County, was elected Board Chair for 2024. Mr. Baker replaces Mr. Freman Hendrix, one of the GLWA Directors representing Detroit, who was Board Chair for 2023. GLWA is using an annual rotation for Board Officers.

## **Highland Park**

A settlement has been reached between GLWA, Highland Park and the State of Michigan that resolves the various court actions over Highland Park's unpaid water and sewer bills. As of June 30, 2023, Highland Park owed over \$54 million in unpaid bills for water service (\$12.1 million) and sewer service (\$42.2 million). As part of this settlement, Highland Park will be using a third party to set their water and sewer rates and all water and sewer revenue will be deposited into a trust account which will pay GLWA's bills before any remaining funds are provided to Highland Park. The State of Michigan will be providing \$25 million to GLWA for sewer infrastructure projects and \$5 million for water infrastructure projects. GLWA has determined that they will use a portion of this money to make refunds to their customers that have seen increased costs due to Highland Park not paying their GLWA bills. The refunds will be made after all the settlement details have been resolved. SOCWA will receive a refund of \$327,000. GLWA will be making larger refunds to their sewer customers. The SOCWA Board determined that this refund will be passed along to the member communities based on historic water consumption. These refunds will probably not be made until the 2024/25 fiscal year.

GLWA will not be including any costs associated with Highland Park's unpaid water bills in their rates for 2024/25.

## **GLWA** Website

The GLWA website, <u>www.glwater.org</u>, is a great source of information regarding GLWA. The agendas and minutes for all Board and Board Committee meetings are posted along with procurement information about all projects being performed by GLWA.

#### **SUMMER 2023 OPERATIONS**

The summer of 2023 was very poor for water sales. The consistently rainy weather greatly reduced the amount of water sold for outdoor irrigation. SOCWA water sales volumes for the first half of the year decreased by 14.6% from last year. Our maximum day occurred on June 2 when we purchased 46.22 million gallons from GLWA. This was only 0.2% lower than the maximum day for 2022 and was 24% below our GLWA contract limit. The weather deteriorated after early June, and we had only 3 days with water sales over 40 million gallons during the summer of 2023 compared with 28 days with water sales over 40 million gallons during the summer of 2022. SOCWA water sales were significantly below budget for every month of the first half of the year.

## WEBSTER WATER TANK SEPARATION PROJECT

We have begun working on a project to separate the two large water storage tanks at Webster Station. This \$4 million project will result in increased operational flexibility and increase the resiliency of the SOCWA water storage system. The engineering design work for this project has been completed. We applied for and received an infrastructure planning grant from Oakland County that paid for a portion of the engineering costs of this project. We also applied for a low interest loan for this project from Michigan's Drinking Water State Revolving Fund. However, our project did not have high enough priority to be included in the 2023 or 2024 programs.

The first phase of this project, the installation of a 36" isolation value at Webster Station, will take place in early 2024. We are currently revisiting the construction schedule for the remainder of this project.

## WATER SERVICE REPLACEMENT AND VERIFICATION CONTRACTS

SOCWA has a contract in place that can be used by the member communities for the replacement of lead water services. The member communities with lead water services will need to replace 5% to 7% of those services each year under the new State of Michigan lead and copper rules. Having a contractor available for all the member communities has helped reduce the cost of performing this required work. Several communities have begun to use the services of the lead service line replacement contractor.

SOCWA also has a contract in place that can be used by the member communities to verify water service line material type. The State of Michigan is requiring each community to verify the material type of a random sample of about 20% of the water service lines in the community. Several communities have begun to use the services of the service line verification contractor.

## **ANNUAL AUDIT**

The audit report for the 2022/23 fiscal year was completed by our auditors, Plante & Moran, and was reviewed at the November SOCWA Board meeting. The audit found the Authority to be in complete conformity with generally accepted accounting practices. The auditors concluded that the Authority's level of working capital increased by \$1.3 million in the fiscal year due to increased water sales. Working capital continues to be maintained above the goal level established by the Board. The net position of SOCWA increased by \$945,313 during the year.

Audit standards require SOCWA to conduct an annual actuarial valuation of our liability for Other Post Employment Benefits (OPEB or retiree health insurance). We performed this year's valuation using a tool provided by Milliman, which was significantly less expensive and much quicker than having the analysis performed by our prior actuarial firm. The valuation as of June 30, 2023 showed that the OPEB plan for salaried employees was 186.0% funded and the OPEB plan for Union employees was 137.0% funded. We are now using the OPEB trust funds to pay for all of our retiree health insurance expenses.

## **NEW GENERAL MANAGER**

I will be retiring as the General Manager of SOCWA and SOCRRA during the second quarter of 2024 after more than 22 years of service. In preparation for my retirement, the SOCWA and SOCRRA Boards conducted a detailed interview process that resulted in the selection of Eric Griffin as the new General Manager of SOCWA and SOCRRA. Eric is starting as General Manager on February 12, 2024. I will be continuing to work with Eric for a couple of months to ensure a smooth transition. Eric is an engineer that has been working for GLWA and DWSD for over 10 years. He worked closely with SOCWA staff on SCADA and metering issues, so he is familiar with the SOCWA water system.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY INCOME STATEMENT 07/01/23 -12/31/23

	Period Actual	Period Budget	Variance
REVENUES			
SALE OF WATER MEMBERS	9,071,416.00	10,203,754.00	(1,132,338.00)
SALE OF WATER OTHERS	5,156,064.77	6,412,312.00	(1,256,247.23)
TOTAL SALE OF WATER REVENUES	14,227,480.77	16,616,066.00	(2,388,585.23)
RENTALS	59,274.04	63,370.60	(4,096.56)
WATER ANALYSIS & MISC	670.00	3,000.00	(2,330.00)
INTEREST ON INVESTMENTS	158,552.41	75,000.00	83,552.41
MISCELLANEOUS REVENUES	187,909.73	2,000.00	185,909.73
TOTAL OTHER REVENUES	406,406.18	143,370.60	263,035.58
TOTAL REVENUES	14,633,886.95	16,759,436.60	(2,125,549.65)
			(004 570 07)
LEAD SERVICE REPLACEMENT	525,326.75	1,350,000.00	(824,673.25)
EXPENSES			
PURCHASE OF WATER FOR RESALE	7,285,449.13	8,019,000.00	(733,550.87)
POWER, PUMPING & GROUNDS WEBSTER	285,251.81	305,770.04	(20,518.23)
POWER, PUMPING & GROUNDS	97,834.26	158,442.08	(60,607.82)
COMPUTER OPERATIONS	50,712.81	51,999.65	(1,286.84)
PURIFICATION	98,160.92	77,262.48	20,898.44
METERS & MAINS	119,521.57	131,400.88	(11,879.31)
ADMINISTRATION & GENERAL	492,888.36	514,300.00	(21,411.64)
WATER IN TRANSIT	6,078,914.18	6,299,000.00	(220,085.82)
TOTAL EXPENSES	14,508,733.04	15,557,175.13	(1,048,442.09)
LEAD SERVICE LINE REPLACEMENT	525,516.01	1,350,000.00	(824,483.99)
LEAD SERVICE LINE REI LACEMENT	323,310.01	1,330,000.00	(024,403.33)
NET INCOME BEFORE DEPRECIATION	125,153.91	1,202,261.47	(1,077,107.56)
DEPRECIATION	317,512.00		
NET INCOME	(192,358.09)		

## SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY STATEMENT OF REVENUES AND EXPENDITURES COMPARED WITH TOTAL BUDGET 07/01/23 - 12/31/23

	Period Actual	Total Budget 2023-2024	Remaining Budget	% Received or Expended
REVENUES				
SALE OF WATER MEMBERS	9,071,416.00	19,015,100.00	(9,943,684.00)	48%
SALE OF WATER OTHERS	5,156,064.77	10,686,200.00	(5,530,135.23)	48%
TOTAL SALE OF WATER REVENUES	14,227,480.77	29,701,300.00	(15,473,819.23)	48%
RENTALS	59,274.04	130,999.90	(71,725.86)	45%
WATER ANALYSIS & MISC	670.00	10,000.00	(9,330.00)	7%
INTEREST ON INVESTMENTS	158,552.41	150,000.00	8,552.41	106%
MISCELLANEOUS REVENUES	187,909.73	2,000.00	185,909.73	9395%
TOTAL OTHER REVENUES	406,406.18	292,999.90	113,406.28	
TOTAL REVENUES	14,633,886.95	29,994,299.90	(15,360,412.95)	49%
LEAD SERVICE REPLACEMENT	525,326.75	2,500,000.00	(1,974,673.25)	21%
EXPENSES				
PURCHASE OF WATER FOR RESALE	7,285,449.13	27,357,000.00	(20,071,550.87)	27%
POWER, PUMPING & GROUNDS WEBSTER	285,251.81	595,500.08	(310,248.27)	48%
POWER, PUMPING & GROUNDS	97,834.26	314,240.16	(216,405.90)	31%
COMPUTER OPERATIONS	50,712.81	103,499.63	(52,786.82)	49%
PURIFICATION	98,160.92	154,524.96	(56,364.04)	64%
METERS & MAINS	119,521.57	263,049.76	(143,528.19)	45%
ADMINISTRATION & GENERAL	492,888.36	830,300.00	(337,411.64)	59%
WATER IN TRANSIT	6,078,914.18	0.00	6,078,914.18	0%
TOTAL EXPENSES	14,508,733.04	29,618,114.59	(15,109,381.55)	49%
LEAD SERVICE LINE REPLACEMENT	525,516.01	2,500,000.00	(1,974,483.99)	21%
NET INCOME BEFORE DEPRECIATION	125,153.91	376,185.31	(251,031.40)	33%

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY COMPARATIVE STATEMENT 07/01/23 - 12/31/23

	Period Actual 2023-2024	Period Actual 2022-2023	Over/Under
REVENUES			
SALE OF WATER	9,071,416.00	9,838,319.70	(766,903.70)
SALE OF WATER OTHERS	5,156,064.77	5,969,209.20	(813,144.43)
TOTAL SALE OF WATER REVENUES	14,227,480.77	15,807,528.90	(1,580,048.13)
RENTALS	59,274.04	64,270.20	(4,996.16)
WATER ANALYSIS-LAB & MISC	670.00	730.00	(60.00)
INTEREST ON INVESTMENTS	158,552.41	53,668.40	104,884.01
MISCELLANEOUS REVENUES	187,909.73	121,536.43	66,373.30
TOTAL OTHER REVENUES	406,406.18	240,205.03	166,201.15
TOTAL REVENUES	14,633,886.95	16,047,733.93	(1,413,846.98)
LEAD SERVICE LINE REPLACEMENT	525,326.75	1,929,068.89	(1,403,742.14)
EXPENSES			
WATER PURCHASED FOR RESALE	7,285,449.13	7,358,750.64	(73,301.51)
WATER PURCHASE IN TRANSIT	6,078,914.18	5,891,175.88	187,738.30
OPERATING EXPENSES	1,144,369.73	1,032,706.18	111,663.55
FIXED CHARGES	0.00	0.00	0.00
TOTAL EXPENSES	14,508,733.04	14,282,632.70	226,100.34
LEAD SERVICE LINE REPLACEMENT	525,516.01	1,932,238.89	(1,406,722.88)
NET INCOME BEFORE DEPRECIATION	125,153.91	1,765,101.23	(1,639,947.32)
DEPRECIATION	317,512.00	320,715.50	(3,203.50)
NET INCOME	(192,358.09)	1,444,385.73	(1,636,743.82)

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY TOTAL CHARGES 07/01/23 - 12/31/23

	WATER		
	CONSUMPTION TOTAL WAT		
MUNICIPALITY	<b>CUBIC FEET</b>	CHARGES	
MEMBERS			
BERKLEY	23,681.68	455,535.18	
BEVERLY HILLS	19,909.70	383,085.58	
BINGHAM FARMS	5,601.10	107,060.71	
BIRMINGHAM	61,769.28	1,178,353.04	
CLAWSON	17,512.56	334,551.21	
HUNTINGTON WOODS	10,832.02	209,257.63	
LATHRUP VILLAGE	6,675.09	135,356.78	
PLEASANT RIDGE	5,466.20	105,017.54	
ROYAL OAK	115,753.89	2,241,312.71	
SOUTHFIELD	195,948.22	3,774,658.89	
DETROIT ZOO & RACKHAM	7,340.19	140,985.91	
MEMBERS TOTAL	470,489.93	9,065,175.18	
NON MEMBERS			
BLOOMFIELD HILLS	30,537.23	1,028,793.90	
BLOOMFIELD TOWNSHIP	121,144.84	4,125,311.67	
NON MEMBERS TOTAL	151,682.07	5,154,105.57	
GRAND TOTAL	622,172.00	14,219,280.75	

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY INCOME STATEMENT WITH AVERAGE PER CUBIC FOOT 07/01/23 - 12/31/23

NET INCOME BEFORE DEPRECIATION

	Period Actual	2023/2024 Average Per 1,000 cubic feet	2022/2023 Average Per 1,000 cubic feet
REVENUES			
SALE OF WATER	9,071,416.00	19.2808	18.1692
SALE OF WATER OTHERS	5,156,064.77	33.9926	31.9055
TOTAL SALE OF WATER REVENUES	14,227,480.77	22.8674	21.6965
RENTALS	59,274.04	0.0953	0.0882
WATER ANALYSIS-LAB & MISC	670.00	0.0011	0.0010
INTEREST ON INVESTMENTS	158,552.41	0.2548	0.0726
MISCELLANEOUS REVENUES	187,909.73	0.3020	0.1668
TOTAL OTHER REVENUES	406,406.18	0.6532	0.1618
TOTAL REVENUES	14,633,886.95	23.5206	21.8584
EXPENSES			
WATER PURCHASED FOR RESALE	7,285,449.13	11.7097	10.1002
POWER, PUMPING & GROUNDS WEBSTER	285,251.81	0.4585	0.4062
POWER, PUMPING & GROUNDS	97,834.26	0.1572	0.1658
COMPUTER OPERATIONS	50,712.81	0.0815	0.0610
PURIFICATION	98,160.92	0.1578	0.1082
METERS & MAINS	119,521.57	0.1921	0.1104
ADMINISTRATIVE & GENERAL	492,888.36	0.7922	0.5657
WATER IN TRANSIT	6,078,914.18	9.7705	8.0859
TOTAL EXPENSES	14,508,733.04	23.3195	19.6033

125,153.91

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY CAPITAL EXPENSES 07/01/23 - 12/31/23

## **Fixed Asset Expenditures**

2023 Ford F150 Pick Up #1	32,213.00
12 Mile Meter Station (PRV)	30,204.00
2023 Ford F150 Pick Up #2	36,080.00
11 & Franklin (16" Valve)	31,810.00
11 & Greenfield (2-8" Valves & Handwheels)	2,655.92
Tank Separation (Engineering)	84.83

**Total Expenditures 133,047.75** 



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January 31, 2024

#### VIA ELECTRONIC MAIL

Mr. Jeffrey McKeen, General Manager General Manager SOCWA 3910 W. Webster Road Royal Oak, MI 48073

Re: Quarterly Legal Report/SOCWA

Dear Mr. McKeen:

This letter serves as the quarterly legal report. This report is also intended to set forth the expected legal work issues in the next quarter. As the next quarter progresses, there may be new issues that require attention.

## I. CURRENT PROJECTS

- Ongoing discussions and meetings with GLWA, representatives and attorneys on GLWA issues.
- Ongoing issues with GLWA on contract issues, rates and rate processes.
- Ongoing contract and agenda items as requested by administration.
- Ongoing issues and contracts for lead/copper municipal projects and implementation of process.
- Analyze and monitor litigation initiated by GLWA relating to Highland Park.
   Analyze for permissive joinder and/or judicial intervention under applicable Court Rules. Strategy with GLWA outside legal counsel.
- Analyze and monitor litigation by General Mills against GLWA. Communicate updates as necessary.

## II. NEXT QUARTER PROJECTS

Aside from the above, there are currently no new projects for next quarter. There is no litigation, threatened or pending, directly relating to a SOCWA interest.

Should you have any questions and/or concerns, please do not hesitate to call.

very truly yours

Robert Charles Davis

Board of Trustees Southeastern Oakland County Water Authority

Subject: Investments – July 1, 2023 to December 31, 2023

Board Members:

Attached is a list of investments made by the Authority during the second quarter of fiscal year 2023-2024. These investments comply with Act 79 of the Public Acts of 1979. The Authority's investment policy is to have 90% or more of all available funds invested. On December 31, 2023, the Authority had 99.9% of all funds invested and accruing interest.

The Board has authorized the General Manager to enter into agreements with Michigan First Credit Union, Flagstar Bank, PNC Bank, and the Oakland County and Michigan CLASS Local Government Investment Pools for the investment of surplus funds as provided for in Public Act 367. The attached list details interest income from these investments. The following table summarizes interest income over the prior 10 fiscal years.

Fiscal Year	Interest Earned
2013/14	42,005
2014/15	27,206
2015/16	25,148
2016/17	39,181
2017/18	61,359
2018/19	73,184
2019/20	80,659
2020/21	46,297
2021/22	31,033
2022/23	138,941
2023/24 2nd Quarter	158,552

It is recommended that this report be received and filed and made a part of the Board record.

Submitted by:

Colleen Wayland

Accounting & Finance Manager

allow Wandow

Approved by:

Jeffrey A. McKeen, P.E.

General Manager

Suggested Resolution: "That the investments report made by the Authority for July 1, 2023 to December 31, 2023 be received and filed and made a part of the Board record."

## SOCWA INVESTMENTS Second Quarter 2023/24

Total	
Interest	by

							interest by
Interest Income by Account	July	August	September	October	November	December	Account
1015 Flagstar Receiving	8.49	8.92	8.63	8.92	8.63	8.92	52.51
1015B Flagstar Insured Cash Sweep (ICS)	4,796.64	7,243.32	5,943.69	8,322.71	4,997.83	4,672.91	35,977.10
1020 Flagstar O & M	236.41	491.59	547.79	184.60	292.90	564.14	2,317.43
1040 Michigan First Credit Union	483.08	483.29	561.48	580.48	357.58	208.09	2,674.00
1045 Flagstar GLWA Escrow	147.47	158.00	154.87	160.58	155.95	161.70	938.57
1110 Oakland County Investment Pool	2,287.32	1,054.11	2,196.37	5,882.12	4,148.65	2,744.27	18,312.84
1115 Flagstar Savings	638.10	672.66	653.25	677.33	657.79	682.04	3,981.17
1105 Flagstar CDARS	6,400.34	6,417.12	6,594.30	6,612.58	13,539.14	0.00	39,563.48
1234 MMRMA	0.00	0.00	749.50	0.00	0.00	0.00	749.50
1120 PNC Investment	560.17	593.81	556.79	615.73	578.63	560.62	3,465.75
1125 Michigan CLASS Investment Pool	1,888.29	5,479.29	7,693.28	9,053.13	12,294.90	14,111.17	50,520.06
Total Interest by Month	17,446.31	22,602.11	25,659.95	32,098.18	37,032.00	23,713.86	158,552.41

## Flagstar CDARS Account Summary

		Effective	Maturity		
Account ID		Date	Date	Balance	Yield
1027528445		07/27/23	01/25/24	508,090.95	4.67910%
1027648572		08/17/23	02/15/24	508,898.45	4.76499%
1027745551		09/07/23	03/07/24	509,075.63	4.76499%
1027923093		10/12/23	04/11/24	509,932.25	4.76499%
1028021859		11/02/23	05/02/24	509,932.25	4.76499%
1028105696		11/24/23	05/23/24	511,317.27	4.76499%
	12/31/23 CDARS Balance		_	3,057,246.80	

February 6, 2024

Board of Trustees Southeastern Oakland County Water Authority

Subject: Office Painting

**Board Members:** 

SOCWA staff has received quotes for miscellaneous painting for our office building at Webster Station. We are proposing to paint selected areas in the administrative office, the entryway to the building, the Control Room, the pump room and the second floor conference room and adjacent office space. It has been at least 20 years since any of these areas have been painted and all the areas need to be repainted. The painting quotes are summarized below. All quotes include both labor and paint.

Somerset Painting, Bloomfield Hills, MI	\$11,549
A&Q Painting, Washington, MI	\$11,850
Performance Painting, Farmington Hills, MI	\$17,800

SOCWA has had good experience with Somerset Painting for previous painting projects.

We are recommending that the Board accept the quote from Somerset Painting for painting selected areas of Webster Station at a price of \$11,549.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested Resolution: "That the Board accept the quote from Somerset Painting for painting selected areas of the Webster Station at a price of \$11,549."

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY WATER CONSUMPTION AVERAGE M.G. PER DAY

January 2024								
Purchase from GLWA	<u>2021</u>	<u>2022</u>	<u>2023</u>	2024				
Buchanan	0.00	0.00	0.00	0.00				
Lamb	0.00	0.00	0.00	0.07				
Shafter	0.03	0.00	0.00	0.02				
12 Mile	6.68	6.44	6.39	6.82				
14 Mile	9.02	10.58	10.20	9.05				
16 Mile	0.60	1.20	0.69	0.45				
Bloomfield Hills	0.69	0.60	0.57	0.55				
Bloomfield Twp	<u>2.74</u>	<u>2.86</u>	<u>2.49</u>	<u>2.58</u>				
Total:	19.76	21.68	20.34	19.54				
Sold by Authority								
Berkley	0.87	1.06	0.92	0.91				
Beverly Hills	0.66	0.63	0.62	0.57				
Bingham Farms	0.12	0.13	0.13	0.14				
Birmingham	1.66	1.75	1.80	1.84				
Bloomfield Hills	0.69	0.60	0.57	0.55				
Bloomfield Twp	3.13	3.28	2.87	3.03				
Clawson	0.71	0.72	0.69	0.69				
Huntington Woods	0.37	0.38	0.37	0.34				
Lathrup Village	0.41	0.48	0.24	0.25				
Pleasant Ridge	0.16	0.16	0.15	0.15				
Royal Oak	3.80	5.04	5.03	3.94				
Southfield	7.07	7.95	7.21	7.11				
Detroit (Zoo & Rackham)	<u>0.20</u>	<u>0.20</u>	<u>0.16</u>	0.23				
Total:	19.85	22.38	20.76	19.75				
Water Sales Over or Under Water Purchased	0.09	0.70	0.42	0.21				
Per Cent	0.46%	3.23%	2.06%	1.07%				

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY INCOME STATEMENT 01/01/24 - 01/31/24

	<b>Period Actual</b>	Period Budget	Variance
REVENUES			
SALE OF WATER MEMBERS	1,297,477.09	1,392,459.00	(94,981.91)
SALE OF WATER OTHERS	540,455.20	575,052.00	(34,596.80)
TOTAL SALE OF WATER REVENUES	1,837,932.29	1,967,511.00	(129,578.71)
OTHER REVENUES			
RENTALS	10,663.62	6,395.10	4,268.52
WATER ANALYSIS	0.00	500.00	(500.00)
INTEREST ON INVESTMENTS	32,457.05	12,500.00	19,957.05
MISCELLANEOUS REVENUE	0.00	0.00	0.00
TOTAL OTHER REVENUES	43,120.67	19,395.10	23,725.57
TOTAL REVENUES	1,881,052.96	1,986,906.10	(105,853.14)
LEAD SERVICE REPLACEMENT	192,652.02	50,000.00	142,652.02
EXPENSES			
PURCHASE OF WATER FOR RESALE	2,093,564.85	2,186,000.00	(92,435.15)
POWER, PUMPING & GROUNDS WEBSTER	48,351.85	48,178.34	173.51
POWER, PUMPING & GROUNDS	15,917.84	26,097.18	(10,179.34)
COMPUTER OPERATIONS	7,693.20	8,583.33	(890.13)
PURIFICATION	8,943.09	12,877.08	(3,933.99)
METERS & MAINS	12,290.74	21,975.98	(9,685.24)
ADMINISTRATION & GENERAL	61,698.58	36,950.00	24,748.58
TOTAL EXPENSES	2,248,460.15	2,340,661.91	(92,201.76)
LEAD SERVICE LINE REPLACEMENT	192,652.02	50,000.00	142,652.02
CURRENT PERIOD INCOME	(367,407.19)	(353,755.81)	(13,651.38)

# SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY INCOME STATEMENT 07/01/23 - 01/31/24

	<b>Period Actual</b>	Period Budget	Variance
REVENUES			
SALE OF WATER MEMBERS	10,368,893.09	11,596,213.00	(1,227,319.91)
SALE OF WATER OTHERS	5,696,519.97	6,987,364.00	(1,290,844.03)
TOTAL SALE OF WATER REVENUES	16,065,413.06	18,583,577.00	(2,518,163.94)
OTHER REVENUES			
RENTALS	69,937.66	69,765.70	171.96
WATER ANALYSIS	670.00	3,500.00	(2,830.00)
INTEREST ON INVESTMENTS	191,989.85	87,500.00	104,489.85
MISCELLANEOUS REVENUE	187,909.73	2,000.00	185,909.73
TOTAL OTHER REVENUES	450,507.24	162,765.70	287,741.54
TOTAL REVENUES	16,515,920.30	18,746,342.70	(2,230,422.40)
LEAD SERVICE REPLACEMENT	717,978.77	1,400,000.00	(682,021.23)
EXPENSES			
PURCHASE OF WATER FOR RESALE	9,379,013.98	10,205,000.00	(825,986.02)
POWER, PUMPING & GROUNDS WEBSTER	333,603.66	353,948.38	(20,344.72)
POWER, PUMPING & GROUNDS	113,752.10	184,539.26	(70,787.16)
COMPUTER OPERATIONS	58,406.01	60,582.98	(2,176.97)
PURIFICATION	107,104.01	90,139.56	16,964.45
METERS & MAINS	131,812.31	153,376.86	(21,564.55)
ADMINISTRATION & GENERAL	524,092.43	551,250.00	(27,157.57)
IN TRANSIT	6,023,771.82	6,207,000.00	(183,228.18)
TOTAL EXPENSES	16,671,556.32	17,805,837.04	(1,134,280.72)
LEAD SERVICE LINE REPLACEMENT	717,998.37	1,400,000.00	(682,001.63)
CURRENT PERIOD INCOME	(155,636.02)	940,505.66	(1,096,141.68)

## SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

Water Supplier Bacteriological Analysis Report for the Michigan Department of Environmental Quality System Name: S.O.C.W.A. WSSN-6150 Oakland County, Michigan

	Month:			# of	Weeks:							
Communinty	<u> </u>		Date:	01/04/24	Date:	01/11/24	Date:	01/18/24	Date:	01/25/24	Date:	
(Sample Location)		Site No.		P/A	Cl <sub>2</sub>	P/A						
City of Berkley (WSSN #06	330)	Oito 140.	0.2	177	0.2	1771	0.2	1771	0.2	177	0.2	1771
Einstein Bagel	27350 Woodward Ave.	BE-1	0.70	A	0.70	A	0.70	A	0.70	A	1 1	
Auto One	3080 11 Mile Rd.	BE-2	0.70	A	0.70	A	0.70	A	0.70	A		
DPW Building	3226 Bacon St.	BE-3	0.70	A	0.70	A	0.70	A	0.70	A		
Public Safety Building	2395 12 Mile Rd.	BE-4	0.60	A	0.60	A	0.60	A	0.60	A		
Weekly Average	2000 12 Millo Ptd.	JDL .	0.68	7.	0.68	,,	0.68	,,	0.68	,,	#DIV/0!	0.68
Village of Beverly Hills (WS	SSN #0690)		0.00		0.00		0.00		0.00		<i>"D1170.</i>	0.00
Valvoline Oil Change	31005 Greenfield Rd.	BH-1	0.70	Α	0.70	A	0.70	A	0.70	A		
Public Safety Building	18600 W. 13 Mile Rd.	BH-2	0.60	A	0.60	A	0.60	A	0.60	A		
Northbrook Church	22055 W. 14 Mile Rd.	BH-3	0.70	A	0.70	A	0.70	A	0.70	A		
Weekly Average	22000 W. 11 Willo Ptd.	D	0.67	7.	0.67	,,	0.67	,,	0.67	,,	#DIV/0!	0.67
Village of Bingham Farms	(WSSN #0715)		0.0.		0.01		0.0.		0.0.			0.0.
Tel Bingham Offices	30100 Telegraph Rd.	BF-1	0.70	A	0.70	Α	0.70	A	0.70	A		
Butzel Long Building	32270 Telegraph Rd.	BF-2	0.70	A	0.70	Α	0.70	A	0.70	A		
Weekly Average	Temporal Starkers and	1	0.70		0.70	<u> </u>	0.70		0.70	<u> </u>	#DIV/0!	0.70
City of Birmingham (WSSN	I #0730)											
D.R.S.	925 Eton St.	BI-1	0.70	A	0.70	А	0.70	A	0.70	A		
Adams Fire Station	572 Adams Rd.	BI-2	0.60	Α	0.60	Α	0.60	Α	0.60	Α		
Police Station	151 Martin St.	BI-3	0.60	Α	0.60	Α	0.60	Α	0.60	Α		
Chesterfield Fire Station	1600 W. Maple Rd.	BI-4	0.60	А	0.60	А	0.60	Α	0.60	Α		
Chanelle Pastry	159 Eton	BI-5	0.70	Α	0.70	А	0.70	Α	0.70	Α		
Weekly Average	I.	1	0.64		0.64		0.64		0.64		#DIV/0!	0.64
City of Clawson (WSSN #1	440)											
Auger's Collision	726 S. Rochester Rd.	CL-1	0.70	Α	0.70	А	0.70	Α	0.70	Α		
Police Station	425 Livernois Rd.	CL-2	0.60	Α	0.60	Α	0.60	Α	0.60	Α		
DPW Building	635 Elmwood Ave.	CL-3	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
National Coney	1331 Maple Rd.	CL-4	0.70	Α	0.70	А	0.70	Α	0.70	Α		
•	'		0.68		0.68		0.68		0.68		#DIV/0!	0.68
City of Huntington Woods	(WSSN #3310)											
Community Center	26325 Scotia St.	HW-1	0.70	А	0.70	А	0.70	А	0.70	А		

Α

0.70

Α

0.70

0.70

Α

H.W. D.P.W.

12795 W. 11 Mile Rd.

HW-2

0.70

Communinty			Date:	01/04/24	Date:	01/11/24	Date:	01/18/24	Date:	01/25/24	Date:	
(Sample Location)		Site No.	Cl <sub>2</sub>	P/A	Cl <sub>2</sub>	P/A						
Rackham Golf Course	10100 W. 10 Mile Rd.	HW-3	0.60	А	0.60	А	0.60	А	0.60	А		
			0.67		0.67		0.67		0.67		#DIV/0!	0.67
City of Lathrup Village	(WSSN #3800)											
DPW	19101 12 Mile Rd.	LV-1	0.70	А	0.60	А	0.60	Α	0.60	А		
Hellenic Coney Island	27000 Evergreen Rd.	LV-2	0.70	А	0.70	Α	0.70	А	0.70	А		
Lathrup City Hall	27400 Southfield Rd.	LV-3	0.70	Α	0.70	А	0.70	А	0.70	А		
			0.70		0.67		0.67		0.67		#DIV/0!	0.68
City of Pleasant Ridge	(WSSN #5390)											
D.P.W.	92 Amherst St.	PR-1	0.60	Α	0.60	Α	0.60	Α	0.60	Α		
Sunoco Station	23701 Woodward Ave.	PR-2	0.70	А	0.70	Α	0.70	Α	0.70	Α		
Community Center	4 Ridge Rd.	PR-3	0.70	А	0.70	А	0.70	А	0.70	А		
	_		0.67	<u> </u>	0.67	<u> </u>	0.67	_	0.67		#DIV/0!	0.67

Cl2 (Chlorine measured in mg/L)

P/A (Presence/Absence 100 mL/sample)

City of Royal Oak (WSSN #	5830)											
Subway	1411 11 Mile Rd.	RO-1	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Fire Station 6 <sup>th</sup> & Troy	216 6 <sup>th</sup> St.	RO-2	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
McPeeks Citgo	1702 Crooks Rd.	RO-3	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Fire Station Wood/13	31000 Woodward Ave.	RO-4	0.60	Α	0.60	Α	0.60	Α	0.60	Α		
Midas Muffler	32700 Woodward Ave.	RO-5	0.70	Α	0.70	Α	0.70	Α	0.70	А		
Brakes & More	2400 14 Mile Rd.	RO-6	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
McDonald's	3300 Rochester Rd.	RO-7	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Howie Glass	940 Campbell Rd.	RO-8	0.70	Α	0.70	Α	0.70	Α	0.60	Α		
BP Gas	30875 Woodward Ave	RO-9	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Dunkin Donuts	1700 14 Mile	RO-10	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Sunoco	4738 Rochester Rd.	RO-11	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Burger King	1711 Main St.	RO-12	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
RO DPS	1600 Campbell Rd.	RO-13	0.60	Α	0.60	Α	0.60	Α	0.60	Α		
Belle Tire	200 Stephenson Hwy	RO-14	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Shell Gas	110 Washington St.	RO-15	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
			0.69		0.69		0.69		0.68		#DIV/0!	0.69
City of Southfield (WSSN #	6160)											
Dunkin Donuts	22111 Greenfield Rd.	SO-1	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Marathon Gas	20020 8Mile Rd.	SO-2	0.60	Α	0.60	А	0.60	Α	0.60	Α		
JAX Car Wash	27000 8 Mile Rd.	SO-3	0.70	Α	0.70	Α	0.70	Α	0.70	Α		
Midas Muffler	24945 Telegraph Rd.	SO-4	0.70	Α	0.70	А	0.70	А	0.70	Α		
Comfort Suites	24977 Northwestern Hwy.	SO-5	0.70	Α	0.70	А	0.70	Α	0.70	Α		_

Communinty			Date:	01/04/24	Date:	01/11/24	Date:	01/18/24	Date:	01/25/24	Date:	
(Sample Location)		Site No.	Cl <sub>2</sub>	P/A	Cl <sub>2</sub>	P/A						
Walgreens	28901 Greenfield Rd.	SO-6	0.70	А	0.70	А	0.70	А	0.70	А		
Midas Muffler	26969 Greenfield Rd.	SO-7	0.70	А	0.70	А	0.70	Α	0.70	А		
OCRC Garage	27900 Clara Ln.	SO-8	0.70	А	0.70	А	0.70	А	0.70	А		
JAX Car Wash	28845 Telegraph Rd.	SO-9	0.60	А	0.60	А	0.60	А	0.70	А		
Ted Lyndsey Center	30503 Greenfield Rd.	SO-10	0.70	А	0.70	А	0.70	Α	0.70	Α		
Mobil Gas 9 Mile	18300 9 Mile Rd.	SO-11	0.70	А	0.70	А	0.70	Α	0.70	А		
Stop & Go	20041 12 Mile Rd.	SO-12	0.70	А	0.70	А	0.70	Α	0.70	А		
BP Gas	19995 9 Mile Rd.	SO-13	0.60	А	0.60	А	0.60	Α	0.70	А		
Stacker-Z	23145 Lahser Rd.	SO-14	0.70	А	0.70	А	0.70	Α	0.70	А		
Marriott	27027 Northwestern	SO-15	0.70	А	0.70	А	0.70	Α	0.70	А		
Hayes Mkt.	22580 Telegraph Rd.	SO-16	0.70	А	0.70	А	0.70	А	0.70	А		
Mobil Gas Telegraph	26355 Telegraph Rd.	SO-17	0.70	А	0.70	А	0.70	Α	0.70	А		
Burger King	26211 12 Mile Rd.	SO-18	0.70	А	0.70	А	0.70	Α	0.70	А		
Mobil Gas 13 Mile	30915 Southfield Rd.	SO-19	0.70	А	0.70	А	0.70	А	0.70	А		
McDonalds	30161 Southfield Rd.	SO-20	0.70	Α	0.70	А	0.70	А	0.70	Α		
			0.69		0.69		0.69		0.70		#DIV/0!	0.69

Communinty			Date:	01/04/24	Date:	01/11/24	Date:	01/18/24	Date:	01/25/24	Date:	
(Sample Location)		Site No.	Cl <sub>2</sub>	P/A	Cl <sub>2</sub>	P/A						
SOCWA Entry Points (WSS	SN #6150)	•			•		•					
Livernois Pump Station	224 Livernois Rd.	WA-1	0.20	А	0.20	А	0.20	А	0.20	А		
Lamb Pump Station	21101 Greenfield Rd.	WA-2	0.20	А	0.60	А	0.50	А	0.40	А		
Webster Pump Station	3910 W. Webster Rd.	WA-3	0.70	А	0.70	А	0.70	А	0.70	А		
**from Webster 10 MG	3910 W. Webster Rd.	WA-4	0.60	Α	0.60	А	0.50	Α	0.50	А		
**from Webster 7.5 MG	3910 W. Webster Rd.	WA-5	oos	oos	oos	oos	oos	oos	oos	oos		
Gare Pump Station	24570 W. 12 Mile Rd.	WA-6	0.80	Α	0.80	Α	0.80	А	0.80	А		
**from Gare 4.5 MG	24570 W. 12 Mile Rd.	WA-7	0.60	Α	0.60	Α	0.60	А	0.60	А		
14 Mile Pump Station	16111 W. 14 Mile Rd.	WA-8	0.80	Α	0.80	Α	0.80	Α	0.80	Α		
**from 14 Mile 5.0 MG	16111 W. 14 Mile Rd.	WA-9	0.60	Α	0.60	Α	0.60	А	0.60	А		
Samoset Elevated Tank	2721 Samoset Rd.	WA-10	0.80	Α	0.80	А	0.80	А	0.80	А		
Oliver Pump Station	2443 Oliver Rd.	WA-11	0.80	Α	0.80	Α	0.80	А	0.80	А		
Buchanan Pump Station	24250 W. 8 Mile Rd.	WA-12	0.40	Α	0.30	А	0.40	Α	0.30	А		
**from Buchanan 2.5 MG	24250 W. 8 Mile Rd.	WA-13	oos	oos	oos	oos	oos	oos	oos	oos		
			0.59		0.62		0.61		0.59		#DIV/0!	0.60
Metered Connections												
Detroit Zoo	8450 W. Ten Mile Rd.	MC-1	0.60	Α	0.60	Α	0.60	Α	0.60	Α		
Beaumont Hospital	1301 13 Mile Rd.	MC-2	0.70	Α	0.70	А	0.70	Α	0.70	Α		
			0.65		0.65		0.65		0.65			0.65
Total: Routine Municipal S	amples			75		75		75		75		
Total: Water Main Constru	ction & Misc.			0		0		1		0		
Total: Samples for Month:	301			75		75		76		75		

Method of Analysis: Analyzed per "STANDARD METHODS-for the Examination of Water and Wastewater"

Part No. 9223 B. Enzyme Substrate Test.

Examined by: Laurence Westmore	,	Date:	
•	•		

				SOUTHEAS	STERN OA	KLAND COL	INTY WATI	ER AUTHO	ORITY				
				PRECIPITA	TION - INC	HES (WEBS	STER PUM	PING STA	TION)				
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1986	1.68	2.73	1.74	1.91	2.10	4.62	2.79	3.10	5.48	2.48	0.95	1.95	31.53
1987	1.55	0.58	1.90	2.03	1.61	3.18	4.30	5.31	2.30	2.00	2.80	2.80	30.36
1988	0.60	1.53	0.40	1.40	1.00	0.55	2.80	2.05	3.25	3.43	2.61	0.80	20.42
1989	0.71	0.35	1.30	1.25	2.22	3.85	2.15	1.39	5.53	1.45	2.80	0.50	23.50
1990	1.52	4.18	1.40	1.95	3.00	2.25	2.03	4.30	3.90	3.70	2.35	3.40	33.98
1991	0.90	0.45	1.37	1.65	5.46	1.79	1.92	3.36	0.72	3.64	2.65	2.05	25.96
1992	1.35	1.24	2.98	2.75	0.85	2.05	6.40	2.30	3.10	1.95	4.20	1.80	30.97
1993	3.64	0.82	1.15	2.80	1.20	4.91	2.05	2.85	5.85	1.75	1.50	0.45	28.97
1994	2.15	0.55	2.20	2.70	0.70	5.21	1.30	2.77	1.20	2.33	3.02	2.20	26.33
1995	1.32	0.85	1.15	2.05	2.80	2.25	4.45	4.15		3.25	3.05	0.95	27.27
1996	1.45	1.30	1.00	3.75	3.30	4.20	1.85	0.40		2.20	2.15	1.30	27.35
1997	1.45	2.75	3.15	0.85	4.55	1.55	2.20	1.90		2.15	0.50	1.30	25.80
1998	2.80	2.85	4.60	2.86	1.65	1.75	2.80	6.85		2.05	1.00	1.45	31.66
1999	3.75	1.30	0.55	3.85	2.80	4.55	2.65	1.40		0.60	1.45	2.70	28.20
2000	1.30	0.50	1.05	3.20	4.25	5.00	4.10	2.55	4.35	2.00	1.05	2.70	32.05
2001	0.12	2.70	0.30	2.98	4.50	2.30	2.10	1.65	4.00	6.65	1.70	1.55	30.55
2002	1.55	1.45	1.10	0.65	1.90	1.05	4.35	0.70	2.85	0.96	2.00	0.90	19.46
2003	0.25	0.20	1.25	2.05	4.70	4.65	0.50	2.40	3.20	2.10	3.60	2.30	27.20
2004	2.60	0.40	2.40	0.05	6.80	2.30	2.70	3.70	0.80	1.65	2.45	3.00	28.85
2005	2.50	3.10	0.55	1.70	0.70	1.50	3.20	0.65	2.95	0.30	3.95	1.60	22.70
2006	2.50	0.95	2.95	2.05	5.20	3.30	1.60	1.90	2.56	2.90	3.00	3.40	32.31
2007	3.30	0.65	4.90	2.25	2.60	2.75	1.00	4.55	1.20	2.35	1.90	4.75	32.20
2008	2.40	3.90	1.90	0.40	1.95	3.85	3.05	0.27	6.55	1.80	3.15	4.05	33.27
2009	2.85	1.95	6.31	6.85	3.35	3.20	1.55	4.00	1.56	2.85	0.20	2.80	37.47
2010	0.80	1.65	0.67	1.80	4.30	3.40	4.95	0.25	2.70	2.20	4.30	0.70	27.72
2011	2.20	5.75	3.20	5.20	5.40	2.40	3.40	3.30		3.20	5.60	3.10	50.55
2012	2.60	0.40	2.10	0.50	1.10	0.90	3.80	4.30		1.70	0.72	0.00	20.12
2013	1.90	2.10	1.00	5.10	2.10	4.60	3.00	3.30		3.10	2.40	3.60	34.20
2014	1.30	0.70	0.80	2.60	2.40	3.10	2.70	7.20	2.20	1.70	2.40	1.20	28.30
2015	2.60	1.20	0.40	0.70	3.00	3.40	1.30	2.10	1.30	1.80	1.30	1.50	20.60
2016	0.93	0.70	2.54	0.98	1.59	0.50	2.85	2.80	4.49	1.80	1.35	1.70	29.28
2017	2.30	2.00	2.80	2.40	2.90	0.70	1.10	2.30	0.70	5.70	4.30	1.50	28.70
2018	1.43	3.25	2.01	2.20	5.25	1.14	1.08	1.36		5.37	2.71	1.60	31.74
2019	1.52	2.03	1.96	3.73	3.59	4.11	7.15	3.04		4.97	1.52	2.60	41.06
2020	4.21	1.21	3.41	1.44	3.25	2.22	2.46	7.31	2.72	3.27	2.49	5.30	39.29
2021	0.89	0.42	2.34	1.18	3.63	8.06	7.15	5.64	6.00	6.20	2.39	4.30	48.20
2022	2.43	1.69	2.52	2.66	3.69	2.71	3.06	4.93		0.53	1.28	2.60	29.99
2023	1.48	1.76	1.63	3.92	1.07	4.77	4.25	5.47	1.42	3.14	1.19	3.40	33.50
AVG.	1.86	1.64	1.97	2.33	2.96	3.02	2.95	3.10	3.11	2.66	2.32	2.21	30.31
2024	6.34												
2024	0.04												

Subject: Personnel Policy Change - Administrative Staff Health Insurance

## **Board Members:**

At the January board meeting, the Boards approved a change to the Authorities' personnel policies that would allow Medicare eligible employees to use their Health Care Savings Plan (HCSP) funds for reimbursement of Medicare premiums. Unfortunately, MERS, which administers our HCSP funds, has a rule that active employees cannot use their HCSP funds.

In order to provide an incentive for Medicare eligible employees to continue to work, I am proposing to modify our personnel policies to allow the Authorities to reimburse active employees for their standard monthly Part B Medicare premium. For 2024, this amount is \$174.70 per month per individual. That would result in an incremental annual health insurance expense of about \$4,200 for an employee and their Medicare-eligible spouse. Bob Jackovich and I are the only active employees that currently meet Medicare eligibility requirements.

From an employee perspective, the proposed change would accomplish the same objective as presented at the January board meeting, but it would be accomplished by using Authority funds in place of the employees' HCSP funds. The proposed change would provide some incentive for employees to continue to work after becoming Medicare-eligible.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested resolution: "That the Authorities' Personnel Policies be revised to allow Medicareeligible employees to be reimbursed for the standard monthly Part B Medicare premium."

Subject: General Manager Transition Plan

## **Board Members:**

SOCWA and SOCRRA staff has developed a first draft of a General Manager Transition Plan, which is outlined below. We will be reviewing this draft with Eric Griffin after he begins work on Monday, February 12. We will revise the draft plan after we receive comments from Eric and the Boards.

## February 12-16:

- Staff and office introductions
- Banking and Finance overview
- IT and Legal overview
- SOCWA and SOCRRA facility tours
- SOCRRA mid-month billing
- Banking signer changes Eric responsible for banking decisions

## February 19-23:

- Complete facility tours
- Intro to Accounts Payable process
- GLWA Audit Committee meeting

## February 26-March 1:

- GLWA Board meeting
- In person meeting Bart Foster, water rate consultant
- Meeting on GLWA 96" main project/impact on SOCRRA compost operations
- SOCRRA and SOCWA month-end billing on March 1
- Schedule individual Board member meetings

## March 4-8:

- Eric responsible for AP process
- Eric works with Jeff on Agenda items
- Continue individual Board member meetings
- Schedule external stakeholder meetings
- Begin budgets

# March 11-15:

- SOCWA and SOCRRA Board Meetings
- GLWA Board Meeting
- One Water Partnership Meeting
- Complete individual Board member meetings
- Continue external stakeholder meetings

## March 18-22

- Jeff on vacation March 20-April 5 (tentative)
- Complete external stakeholder meetings

# April

- Quarterly processing and reporting
- Complete budgets

# May 1

• Jeff retires and begins consulting relationship

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested resolution: "That the report on the General Manager plan be received and filed."

Subject: Independent Contractor Agreement

## **Board Members:**

At the January board meeting, we discussed a draft contract for me to provide consulting services to the Authorities after my retirement. Mr. Davis has prepared the attached draft agreement for review by the Boards. The Agreement provides for:

- 1. An independent contractor relationship
- 2. A three year agreement that can be terminated by either party with 30 day notice
- 3. A maximum of 10 hours of consulting per month, at the request of the General Manager. Additional hours would require Board approval.
- 4. A prohibition against employment or consulting for any member municipality or any entity with a contractual relationship with SOCWA or SOCRRA, including GLWA.

Following Board approval of the draft Agreement, Mr. Davis and I will review the agreement with Mr. Griffin to make sure that the agreement meets his needs before the agreement is completed.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested resolution: "That the Independent Contractor Agreement is approved."

## INDEPENDENT CONTRACTOR AGREEMENT

## FOR CONSULTING SERVICES

This Agreement, made this \_\_\_\_ day of February, 2024, is made between the Southeastern Oakland County Water Authority and the Southeastern Oakland County Resource Recovery Authority, hereinafter referred to as "Authority", with a principal place of business at 3910 W. Webster Road, Royal Oak, MI 48073, and Mr. Jeff McKeen ("Contractor"), with a principal place of business at 59 Stonehurst, Grosse Pointe Shores, MI 48236, and for its terms states the following:

## RECITALS

**WHEREAS**, the Authority consists of two (2) entities enabled by State law that service constituent municipal entities for water and trash services; and

**WHEREAS**, the Authority is managed by a General Manager appointed and functioning at the direction of the Authority Boards; and

**WHEREAS**, Mr. Jeff McKeen has served at the General Manager since 2002 and will retire in \_\_\_\_\_\_ of \_\_\_\_\_\_; and

**WHEREAS**, the new General Manager and the Authority both wish to engage Jeff McKeen to provide ongoing consulting services as set forth herein; and

**WHEREAS**, Jeff McKeen is willing and has the time, skill and know-how to provide the consulting services as set forth herein; and

**WHEREAS**, both the Authority and Jeff McKeen agree they are authorized to enter into this Agreement and be bound by its terms.

**NOW, THEREFORE**, the parties do hereby agree to the terms and conditions set forth herein with valuable consideration accepted and acknowledged.

- 1. **Term of Agreement.** This Agreement is effective when signed by both parties and shall continue for a period of three (3) years. This Agreement may be extended or renewed by written Agreement signed by both parties.
- 2. **Terminating the Agreement.** Either party may terminate, for any reason and at will, this Agreement by giving thirty (30) days written notice of termination to the other party.
- 3. **Services to be Performed under the Agreement.** Contractor agrees to perform the following services for the Authority at the request of the Authority General Manager:
  - In office or remote consulting services on Authority operations and community relationships as necessary, with a maximum of ten (10) hours per month, unless additional hours are authorized by the applicable Authority Board or Boards.
- 4. **Payment.** In consideration for the services to be performed by Contractor, Authority agrees to pay Contractor the sum of \$150.00/per hour.

- 5. **Terms of Payment and Payment Process.** Contractor shall invoice Authority (distinguished between time allocated to SOCRRA and SOCWA) on a monthly basis for each consulting service that has been completed by Contractor. Contractor shall invoice at quarter hour increments. Each request for in-office consulting services shall be invoiced at a two (2) hour minimum. Authority shall pay Contractor within thirty (30) days of an invoice presented under this Agreement.
- 6. **Conflicts**. During the Agreement, Contractor agrees not to provide consulting services of any kind or employment to any other entity that conflicts with Contractor's consulting services under this Agreement. This includes, but is not limited to, any constituent municipal entity of SOCRRA or SOCWA, the Great Lakes Water Authority and any entity currently, or in the future, in a contract relationship with either SOCRRA or SOCWA.
- 7. **Expenses.** Contractor shall be responsible for all expenses incurred while performing consulting services under this Agreement. This includes any license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.
- 8. **Materials.** Contractor will furnish all materials and supplies used to provide the consulting services under the terms of this Agreement.
- 9. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor, and that Contractor shall not be deemed to be an employee of Authority under this Agreement. In the capacity as an independent contractor, Contractor agrees to and represents the following:
  - Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
  - Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
  - Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
  - Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
  - The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and Authority shall not hire, supervise, or pay any assistants to help Contractor.
  - Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Authority in the professional skills necessary to perform the services required by this Agreement.
  - Neither Contractor nor Contractor's employees or contract personnel shall be required by Authority to devote full time to the performance of the services required by this Agreement.
  - The Contractor does not receive the majority of its annual compensation from Authority.

The parties acknowledge and agree that the Authority is entering into this Agreement with reliance on the representations made by Contractor relative to Contractor's independent contractor status.

10. **Permits and Licenses.** Contractor declares that Contractor has complied with all applicable federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement. Contractor agrees Contractor will maintain, in good standing, a Michigan Professional Engineering License at all times during the Agreement.

# 11. **State and Federal Taxes.** Authority will not:

- Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
- Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing any consulting services under this Agreement, including all applicable income taxes.

- 12. **Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Authority of any kind.
- 13. **Worker's Compensation.** Authority shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Authority with a certificate of worker's compensation insurance before the employees begin work.
- 14. **Unemployment Compensation.** Authority shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Authority under this Agreement.
- 15. **Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Authority from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Contractor.
- 16. **Exclusive Agreement.** This is the entire Agreement between Contractor and Authority.
- 17. **Modifying the Agreement.** This Agreement may only be modified by a writing signed by both parties.
- 18. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Authority without Authority's prior written

permission except to the extent necessary to perform services on Authority's behalf. Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by Authority for Contractor to use;
- Business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
- Information belonging to customers and suppliers of Authority about whom Contractor gained knowledge as a result of Contractor's services to Authority. Contractor shall not be restricted in using any material that is publicly available, already in Contractor's possession, or known to Contractor without restriction, or that is rightfully obtained by Contractor from sources other than Authority. On termination of Contractor's services to Authority, or at Authority's request, Contractor shall deliver to Authority all materials in Contractor's possession relating to Authority's business.
- 19. **Disputes Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Authority violated any state or federal statutes, common-law doctrine, or committed any tort with respect to Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of their own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.
- 20. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan and shall be deemed to be mutually drafted by the parties.
- 21. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Authority at 3910 W. Webster, Royal Oak, MI 48073 and to Contractor at the address shown below under Contractor's signature. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.
- 22. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Authority's behalf.

23. <b>Assignment and Delegation.</b> Contractor may under this Agreement without Authority's prior w	not assign or subcontract any rights or obligations ritten approval.
Signatures:	
	AUTHORITY:
	For SOCRRA
	By: Its:
	Dated: February, 2024
	For SOCWA
	By: Its: Dated February, 2024
	CONTRACTOR:
	/s/ Jeff McKeen 59 Stonehurst Grosse Pointe Shores, MI 48236
	Dated: February, 2024

Subject: Banking Changes

**Board Members:** 

As a result of Eric Griffin being named General Manager, we are working with our various banks and financial institutions to add Eric as the primary person for overall responsibility and moving me to an authorized signer role. At least one of our banks is requesting a certified Board resolution to accomplish this so I am recommending that each Board approve the suggested resolution.

Following my retirement, we will ask Board approval for a similar resolution removing me from all SOCWA and SOCRRA accounts.

Respectfully submitted,

Jeffrey A. McKeen, P.E. General Manager

Suggested resolution: "That the General Manager Eric Griffin is authorized to be the primary signer for all SOCWA and SOCRRA accounts with Jeff McKeen being designated as an authorized signer for all SOCWA and SOCRRA accounts."