


MUSKEGON COUNTY REGIONAL  
WATER SYSTEM POLICY BOARD  
MICHAEL E. KOBZA HALL OF JUSTICE  
990 TERRACE STREET  
BOARD OF COMMISSIONERS ROOM, 4<sup>TH</sup> FLOOR  
NOVEMBER 8, 2011  
2:00 P.M.

**A G E N D A**

- A. Call To Order.
- B. Roll.
- C. Approval of Minutes.
- D. Items for Consideration:
  - 1. Memorial Drive Watermain.
- E. Information Items:
  - 1. Regional Water System Payables.
  - 2. Budget Status.
  - 3. New Meters Set List.
  - 4. Local Fund Balance Sheet.
- F. Reports:
  - 1. Water System Update.
- G. Old Business.
- H. New Business.
- I. Audience Participation.
- J. Adjourn.

**REQUEST FOR CONSIDERATION  
MUSKEGON COUNTY  
REGIONAL WATER SYSTEM POLICY BOARD**

<b>MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD</b>	BUDGETED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> PARTIAL	
REQUESTOR Public Works	MEETING DATE November 8, 2011	REQUESTOR SIGNATURE 
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)		
Approve the minutes of the meeting held October 11, 2011.		
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)		
I move to approve the minutes of the meeting held October 11, 2011.		

APPROVED <input type="checkbox"/> YES <input type="checkbox"/> NO      DATE
---

FORWARD TO PUBLIC WORKS BOARD <input type="checkbox"/> YES <input type="checkbox"/> NO
--

MINUTES

Muskegon County Regional  
Water System Policy Board  
Board of Commissioners Room  
Michael J. Kobza Hall of Justice  
990 Terrace Street  
Muskegon, Michigan  
October 11, 2011

CALL TO ORDER

The meeting was called to order by Chairman David Kieft at 2:00 p.m.

ROLL

Members

Present: Kim Arter, Laketon Township  
Alan Jager, County Commissioner  
David Kieft, Muskegon Charter Township  
Ken Mahoney, County Commissioner  
Jan Deur, Fruitland Township  
John Snider, County Commissioner  
Jim Derezinski, County Commissioner

Excused: Scott Plummer, County Commissioner  
Sam St. Amour, Fruitland Township  
Chris Hall, Dalton Township

Staff

Present: John Warner, County DPW  
Karen Fisher, County DPW

Others

Present: Dave Bossenbroek, Attorney  
Mike Thompson, Egelston Township  
Dave Smith, City of Muskegon

WSPB-11-046 - APPROVAL OF MINUTES

**Moved by Jan Deur, seconded by Kim Arter, to approve the minutes of the meeting held August 9, 2011.**

**Motion carried**

Muskegon County Regional  
Water System Policy Board  
October 11, 2011  
Page Two

WSPB-11-047 - EVANSTON AVENUE ELEVATED WATER STORAGE TANK  
PAINTING PROJECT - BULLETIN #1

Moved by John Snider, seconded by Ken Mahoney, to approve the bulletin #1 pricing for the Evanston Avenue elevated water storage tank painting project (RFB-11-1901) for an amount not to exceed \$16,500 bringing the total project cost to \$123,500 with all costs being paid from the Regional Water System fund 5910-0552.

Roll call: Ayes - Arter; Jager; Kieft; Mahoney; Deur; Snider;  
Derezinski.

Nays - None.

Motion carried

WSPB-11-048 - INFORMATION ITEMS

Moved by Jim Derezinski, seconded by Jan Deur, that the following information items be received and placed on file:

1. Regional Water System Payables.
2. Budget Status.
3. New Meters Set List.
4. Local Fund Balance Sheet.

Motion carried

WSPB-11-049 - REPORTS - WATER SYSTEM UPDATE

The Water System Update was distributed for information.

Mr. Warner stated that a meeting was held at Laketon Township with DNR officials regarding extending water and sewer to the Snug Harbor portion of the State Park. Staff will do preliminary financial work for this project.

A meeting was held with the City of Muskegon, City of North Muskegon and City of Roosevelt Park regarding water purchase contracts. There will be another meeting later this month.

Muskegon County Regional  
Water System Policy Board  
October 11, 2011  
Page Three

WSPB-11-049 - REPORTS - WATER SYSTEM UPDATE CONT'D

Mr. Warner stated that the flush on the Whitehall line will be done tomorrow.

Mr. Warner stated he will be contacting the DEQ to discuss the permit application for the fortu waterline.

WSPB-11-050 - OLD BUSINESS

There was no old business.

WSPB-11-051 - NEW BUSINESS

There was no new business.

WSPB-11-052 - AUDIENCE PARTICIPATION

There was no audience participation.

WSPB-11-053 - ADJOURN

**Moved by Ken Mahoney, seconded by John Snider, to adjourn the meeting at 2:17 p.m.**

**Motion carried**


---

David A. Kieft, Jr., Chairman

kf

**REQUEST FOR CONSIDERATION  
MUSKEGON COUNTY  
REGIONAL WATER SYSTEM POLICY BOARD**

<b>MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD</b>	BUDGETED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> PARTIAL
---	--

REQUESTOR Public Works	MEETING DATE November 8, 2011	REQUESTOR SIGNATURE 
------------------------	----------------------------------	--

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Laketon Township is planning to run sewer and water from their existing terminus point at Memorial Drive and Weber Road down Memorial Drive and down Snug Harbor Drive to service those residents. The Muskegon State Park has also expressed interest in water and sewer for the Snug Harbor portion of the State Park so water and sewer will be extended down Memorial Drive to pick up this piece of the State Park. All of the sewer and the Snug Harbor Drive portion of the project will be paid for by Laketon Township. The large diameter watermain in Memorial Drive will be the responsibility of the Regional Water System. Attached is a copy of the Laketon Township contract with Johnson & Anderson Engineering for the design services for the water and sewer. Water cost is broken down as to local cost (\$5,741.40) and Regional System cost (\$22,965.60). Staff recommends that the Regional Water System pay the appropriate portion of the engineering cost for this project design with costs coming from the Regional Water fund, 5910-0546.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

I move to authorize payment of up to \$22,965.40 to Johnson & Anderson for design of the Memorial Drive watermain in accordance with the Laketon Township/Johnson & Anderson agreement with costs being paid by the Regional Water System fund 5910-0546 and recommend same to the Board of Public Works.

APPROVED <input type="checkbox"/> YES <input type="checkbox"/> NO      DATE
---

FORWARD TO PUBLIC WORKS BOARD <input type="checkbox"/> YES <input type="checkbox"/> NO
--



November, 2011

Ms. Kim Arter, Supervisor  
Laketon Township  
2735 Giles Road  
N. Muskegon, Michigan 49445

**Re: Laketon Township – Memorial Drive Sanitary Sewer and Water Main Extension**

Ref: J&A File No. 17006

Dear Ms. Arter:

Johnson & Anderson, Inc. is pleased to submit this proposal for professional engineering and surveying services to Laketon Township in connection with design engineering services for the proposed Laketon Township - Memorial Drive Sanitary Sewer and Water Main Extension.

**Statement of Understanding:** It is our understanding that Laketon Township is interested in extending public water and sewer service to the Muskegon State Park Offices located at 3560 Memorial Drive and the Snug Harbor private drive located just south off of Memorial Drive. Our understanding of the project is based on discussions with Laketon Township staff, Muskegon County staff, Muskegon State Park staff and preparation of the Laketon Township Sanitary Sewer Master Plan and the Northside Water Distribution System Expansion Study. We understand the Township prefers a single project for both water and sewer expansion and plans to enter into an intergovernmental agreement with the County in regards to the water system expansion. Following is a scope of services to complete the preliminary and final design, acquire the requisite permits, and issue the plans and specifications for competitive bids for the proposed improvements.

The following agreement between Johnson & Anderson, Inc. (J&A) and Laketon Township (PRINCIPAL) is separate and distinct from any other agreement between J&A and PRINCIPAL.

**1. SCOPE OF SERVICES**

The elements of work covered by this proposal include preparation of plans and specifications for watermain, sanitary sewers expansion along Memorial Drive from Weber Road to the Muskegon State Park Offices and the Snug Harbor private drive located just south of Memorial Drive. The project consists of approximately 2680 L.F. of 12-inch sanitary sewer, 1170 L.F. of 10-inch sanitary sewer, 800 L.F. of 8-inch sanitary sewer, one sewage pumping station and approximately 3800 L.F. of 16-30 inch ductile iron water main (*Regional*

4494 Elizabeth Lake Road  
Waterford, Michigan 48328  
tel (248) 681-7800 fax (248) 681-2660

1060 W. Norton Avenue, Suite 7  
Muskegon, Michigan 49441  
tel (231) 780-3100 fax (231) 780-3115

3910 Lapeer Road  
Port Huron, Michigan 48060  
tel (810) 987-7820 fax (810) 987-7895

System), 1015 L.F. of 8-inch ductile iron water main (*Local System*) and surface restoration to include repaving of the street.

### DESIGN ENGINEERING SERVICES

- 1.1 J&A shall meet with Laketon Township and Muskegon County DPW staff to verify the scope of the project and to gather their input on the proposed water main and sanitary sewer extensions. The sizing of the proposed extensions shall generally conform to the existing Township Sanitary Master Plan and the Northside Water System Distribution Study. Actual line sizes will be based on Master Planning, MDEQ criteria, zoning and existing and future population projections.
- 1.2 J&A shall perform a topographic survey of the proposed route. Plans shall include all physical features within the proposed road right-of-way as generally required for the installation of water mains and sanitary sewers. In addition, J&A shall obtain information, for inclusion on the plans, related to existing underground utilities, property irons, monuments, county drains if present, and other features of note.
- 1.3 J&A shall coordinate with a firm known to have expertise in the geotechnical field to obtain subsurface information relating to soils. This information shall be used in conjunction with the design of the water mains, sanitary sewers and pumping station and as an aid for contractors bidding the project.
- 1.4 Once the major components of the proposed water main system and sanitary sewer collection system extensions are sized, J&A shall meet with Laketon Township and Muskegon County DPW staff to review various aspects of the design.
- 1.5 Using the information collected, J&A shall prepare plan sheets depicting the physical features and the proposed sanitary sewers prepared to industry standards.
- 1.6 J&A shall initiate interim design review meetings with parties affected by the proposed construction to include: Muskegon Township staff, Muskegon County DPW, and representatives from the Muskegon County Road Commission (if appropriate).
- 1.7 J&A shall identify permits that may be required for the prosecution of this project to include: Michigan Department of Environmental Quality for sewer and water main extensions, Muskegon County Road Commission for work within their right-of-way, Soil Erosion and Sedimentation Control,



and other permits as may be required. J&A shall prepare all applications for permits. This does not include application fees for permits.

- 1.8 Based on the final drawings, J&A shall prepare estimates of probable costs for the proposed improvements and shall assist the owner by supplying information for bonding and rates for connection fees as may be required.
- 1.9 Based on comments received in review meetings, described above, J&A shall complete the plans and prepare estimates of probable costs. J&A shall complete specifications for bidding and shall assist in taking bids for construction. Upon receipt of bids, J&A shall prepare tabulations and make recommendations to the Principal for the construction of the proposed improvements.

**The following services are not considered part of this proposal:**

- a. Environmental Assessments;
- b. Application for permit fees;
- c. Procurement of Easements;
- e. Wetland Determinations.

**2. GENERAL PROVISIONS**

Attached to and made part of this Agreement is Exhibit A – General Provisions, detailing certain responsibilities and understandings applicable to both parties.

**3. PROFESSIONAL FEE**

- 3.01 For services described in Section 1, above(items 1.1-1.9), SCOPE OF SERVICES-**DESIGN ENGINEERING**, J&A proposes to charge and PRINCIPAL agrees to pay in accordance with the attached Schedule of Fees labeled Exhibit B. We estimate our total fee will **not exceed \$85,891.00**. Invoices shall be rendered monthly based on the actual hours expended times the rate shown on Exhibit B for the classification of the individual working on the project.
- 3.02 For services described in Sections 1.3, Subsurface Information, J&A proposes the PRINCIPAL directly pay vendors performing these particular geotechnical services. J&A will verify invoices for accuracy of services rendered.

**SUMMARY OF FEES:**

<b>Sanitary Sewer - Design Engineering (1.1-1.9)</b>	\$ 57,184.00
<b>Water Main (Regional System) - Design Eng.(1.1-1.9)</b>	\$ 22,965.60
<b>Water Main (Local System) - Design Eng.(1.1-1.9)</b>	\$ <u>5,741.40</u>
<b>Total</b>	\$ 85,891.00

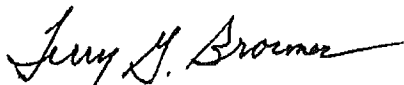
3.03 For services described in Section 1.14 above, Special Services, J&A proposes to charge and PRINCIPAL agrees to pay actual time and charges in accordance with the attached Schedule of Fees labeled Exhibit "B". Invoices will be rendered monthly based on the actual hours expended times the rate shown on the attached Schedule of Fees for the classification of the individual working on the project. Charges for Special Services shall not be incurred unless requested and authorized by PRINCIPAL.

**4. ACCEPTANCE:**

This Agreement and the attached exhibit(s) represent the entire understanding between us in regard to this project and may only be modified by the mutual consent of authorized parties. This offer will remain open for acceptance for 60 days. If the terms of this Agreement are acceptable to you, please sign and return one copy which will serve as our contract and authorization to proceed.

Very truly yours,

JOHNSON AND ANDERSON, INC.



Terry G. Broemer, P.E.  
President



Randy L. Parrett, P.E.  
Muskegon Manager

Acknowledged and Accepted by:

LAKETON TOWNSHIP

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

JOHNSON & ANDERSON, INC.  
**EXHIBIT A**  
GENERAL PROVISIONS

**PROJECT ASSIGNMENT**

The PRINCIPAL wishes J&A to perform professional surveying services for a professional fee in connection with the project described in the attached letter agreement.

**LIMITATIONS ON THE OBLIGATIONS OF THE SURVEYOR**

The PRINCIPAL acknowledges and agrees that the ability of J&A to perform the services specifically described in the SCOPE OF SERVICES is contingent upon the timely availability of appropriate data and facilities and the cooperation of knowledgeable personnel, all of which are under the PRINCIPAL's control. Therefore, the PRINCIPAL covenants that it shall reasonably make available to J&A all requested data and facilities, and shall assure the cooperation of such personnel in timely fashion.

**FORCE MAJEURE**

Neither party shall be liable to the other in damage, claim, delay, or default arising by reason of Acts of God or other cause or contingency beyond control of the party sought to be charged.

**OPPORTUNITY TO CORRECT DEFAULT**

In the event PRINCIPAL believes that J&A has failed to perform any obligation to PRINCIPAL under this Agreement, or that it has performed said obligations inadequately or improperly, it shall provide J&A with written notice detailing the nature of its complaints with specific references to those provisions of this Agreement which it believes have not been performed or have not properly or adequately been performed. J&A shall have Thirty (30) Days after its receipt of said written notice to correct such alleged deficiencies in its performance. Only in the event that J&A has not corrected said alleged deficiencies within said Thirty (30) Day period, and in no other event, shall PRINCIPAL have the right to give notice of default under this Agreement, and/or terminate it for said cause(s), and /or to claim damage for breach thereof.

**ARBITRATION**

Any claim or controversy arising out of or relevant to this Agreement, or the breach thereof, shall be settled by arbitration in Detroit, Michigan, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Upon a claim arising from any termination of this Agreement prior to completion of the work as described under SCOPE OF SERVICES, damages awarded to either party shall not exceed the fee or estimated fee as set forth under PROFESSIONAL FEE, or subject to this Paragraph, the arbitrator(s) shall also assess full costs of the proceedings against the losing party to the dispute, which costs shall include, but without limitation, all legal fees and other expenses of the prevailing party.

**REUSE OF DOCUMENTS**

All documents including Drawings and Specifications furnished by J&A pursuant to this Agreement are instruments of his services in respect to the Project. They are not intended or represented to be suitable for reuse by PRINCIPAL or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by J&A will be at PRINCIPAL's sole risk and without liability or legal exposure to J&A, and PRINCIPAL shall indemnify and hold harmless J&A from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle J&A to further compensation at rates to be agreed upon by PRINCIPAL and J&A.

**PAYMENT TERMS**

Unless otherwise stated in this agreement, invoices will be issued periodically for services rendered. Invoiced amounts are due upon receipt. Invoices not paid within 30 days are subject to a 1.5% per month late charge.

**AUTHORITY OF PERSONS EXECUTING AGREEMENT**

The person who has executed this document on behalf of the PRINCIPAL shall be an officer in the case of a corporation, a partner in the case of a partnership or the owner of PRINCIPAL or the agent authorized by resolution to bind the PRINCIPAL. This agreement shall not be effective until it has been countersigned by an authorized agent of J&A.

**TERMINATION**

This agreement is subject to termination by PRINCIPAL in accordance with OPPORTUNITY TO CORRECT DEFAULT or by J&A should the other fail to perform its obligations hereunder. In the event of termination, J&A shall be paid for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination costs.

**ASSIGNMENT OF CONTRACT**

This agreement shall be binding upon the parties, their successors and assigns, provided, however, that neither party hereto shall assign this contract without written consent of both parties.

**Exhibit B**  
**Rate Schedule**

<i>CLASSIFICATION</i>	<i>HOURLY RATE CHARGE</i> <i>(Effective April 2011)</i>
Engineer VI / Surveyor VI	\$ 100.00
Engineer V	\$ 95.00
Engineer IV	\$ 85.00
Engineer III	\$ 70.00
Engineer II	\$ 65.00
Engineer I	\$ 60.00
CAD Operator IV / Drafter IV (Drafting Supervisor)	\$ 65.00
CAD Operator III / Drafter III	\$ 60.00
CAD Operator II / Drafter II	\$ 50.00
CAD Operator I / Drafter I	\$ 45.00
Construction Inspector IV / Technician IV	\$ 65.00*
Construction Inspector III / Technician III	\$ 60.00*
Construction Inspector II / Technician II	\$ 55.00*
Construction Inspector I / Technician I	\$ 50.00*
2 Man Survey Crew	\$ 100.00
1 Man Survey Crew	\$ 90.00
Clerical	\$ 35.00
Mileage	\$ 0.55/(current IRS allowance)
Copy Cost – Prints	\$ 0.20 / square foot
– photocopy (8½ x 11, 8½ x 14)	\$ 0.18 / copy

\*Minimum charge of 4 hours

**REGIONAL WATER SYSTEM PAYABLES**

**Regional Water System Fund 5910**

City of Muskegon	Sample testing - NS	\$ 288.36
City of Muskegon	Sample testing - ES	336.42
Dixon Engineering	Paint inspection - Evanston Ave. tank	650.00
Britton & Bossenbroek	Legal services	935.00
Muskegon Township	Cross connection inspections	2,486.25
Consumers Energy	Service 616 W. Giles	654.72
DTE Energy	Service 1316 Keating	37.74
City of Muskegon	Water Dept. services August 2011 - ES	20,119.35
City of Muskegon	Water Dept. services August 2011 - NS	4,555.27
Muskegon Township	Cross connection inspections	2,486.25
Consumers Energy	Service 1316 E. Keating	47.88
PSI	Water bill cards	1,152.47
City of Muskegon	Water bill - Ottawa	30,458.75
City of Muskegon	Water bill - Harvey	33,177.06
City of Muskegon	Water bill - Quarterline	13,203.99
City of Muskegon	Water bill - Keating	18.90
Franklin Holwerda	Backflow test	210.00
Consumers Energy	Service 99 Quarterline	1,714.29
Consumers Energy	Service 1655 Evanston	78.06
Consumers Energy	Service 44 Ottawa	79.25
		\$112,690.01

### New Meters Set

Property Location	Customer Name			Installed	TWP	Size	REU
1764 WEST GILES	SHIRLEY GILLAN ESTATE	RES	LAK	10/21/11	LAK	3/4 I	1.0000

### New Meters Set

Property Location	Customer Name			Installed	TWP	Size	REU
1622 KREGEL	EWING COLLINS	RES	W AND S	10/20/11	MUS	3/4	1.0000
3440 LAKETON	SCHERDEL SALES & TECHNOLOGY	RES	W AND S	10/12/11	MUS	1	17.4400
2597 MACARTHUR	WATER CUSTOMER	RES	W AND S	10/27/11	MUS	3/4	1.0000
160 SHERIDAN	ROGER BRADLEY	RES	W AND S	10/14/11	MUS	3/4	1.0000

LOCAL FUND BALANCE SHEET  
as of October 31, 2011

	YTD .05 PER UNIT OF WATER	YTD REU REIMBURSEMENT	CURRENT ACCOUNT BALANCE
DALTON TWP	\$ 375.93	\$ 100.00	\$ 4,496.76
FRUITLAND TWP	\$ 4,903.90	\$ -	\$ 2,542.70
LAKETON TWP	\$ 2,868.42	\$ 15,600.00	\$ 26,484.53
MUSKEGON TWP	\$ 14,755.00	\$ 4,511.00	\$ 18,333.59

# MUSKEGON COUNTY

M I C H I G A N

## BOARD OF PUBLIC WORKS

Marvin R. Engle  
Chair, District 5

Scott Plummer  
Vice Chair, District 7

David S. Fisher  
Secretary  
Drain Commissioner

Lewis J. Collins  
District 6

Benjamin E. Cross  
District 10

James J. Dereziński  
District 4

Alan Jager  
District 2

John Snider II  
District 3

Rillastine R. Wilkins  
District 9

## MEMORANDUM

TO: Chairman Kieft & Muskegon County Regional Water  
System Policy Board Members

FROM: John K. Warner, Director of Public Works *JKW*

RE: Project Update

DATE: November 3, 2011

Northside Water - Giles Road pump station needs to have some work done to correct a leak on the pump 2 discharge valve.

On October 12 we flushed the elevated tank and the Whitehall Road water line to bring fresher water into that part of the system.

We have an issue on the lead/copper sampling on the Northside. We had one location with a very high lead reading which puts our 90<sup>th</sup> percentile in exceedance of the Action Limit which now triggers much more sampling and public notification. I do not believe that there is a real problem and that the sample was contaminated. Future testing will show for sure.

Eastside Water - The interior painting and structural repairs have been completed on the Evanston Avenue elevated water storage tank. The tank has been disinfected, tested and put back on line.

General - Staff is working on replacing non-functioning meters and is also working hard to try and identify abandoned houses so that we can get the water shut off before winter. If the pipes freeze, the resulting water leaks can destroy an entire house.

We have been meeting with Roosevelt Park, North Muskegon and the City of Muskegon regarding a single water purchase contract. The talks are going very well so far and we hope to have an agreement soon.

JKW:kf