


MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD
MICHAEL E. KOBZA HALL OF JUSTICE
990 TERRACE STREET
BOARD OF COMMISSIONERS ROOM, 4TH FLOOR
MARCH 12, 2013
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. Dixon Engineering Contract.
- E. Information Items:
 - 1. New Meters Set List.
 - 2. 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

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Public Works	COMMITTEE DATE March 12, 2013	REQUESTOR SIGNATURE 		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
Approve the minutes of the meeting held January 8, 2013.				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
I move to approve the minutes of the meeting held January 8, 2013.				

MINUTES

Muskegon County Regional
Water System Policy Board
Board of Commissioners Room
Michael J. Kobza Hall of Justice
990 Terrace Street
Muskegon, Michigan
January 8, 2013

CALL TO ORDER

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

ROLL

Present: Kim Arter, Laketon Township
Chris Hall, Dalton Township
David Kieft, Muskegon Charter Township
Kenneth Mahoney, County Commissioner
Susie Hughes, County Commissioner
Sam St. Amour, Fruitland Township
Terry Sabo, County Commissioner

Staff

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

Others

Present: David Fisher, Muskegon County Drain Commissioner
David Bossenbroek, Attorney
Rod Siegel, Laketon Township
Jan Deur, Fruitland Township
Dave Smith, City of Muskegon
James Derezinski, County Commissioner

WSPB-13-001 – ELECTION OF OFFICERS

Nominations were opened for Chair of the Muskegon County Regional Water System Policy Board.

WSPB-13-001 – ELECTION OF OFFICERS CONT'D

Moved by Susie Hughes to nominate David Kieft for Chair. There was no support.

Moved by Chris Hall, seconded by Kim Arter, to nominate Sam St. Amour for Chair.

There were no other nominations for chair.

Roll call: Ayes – Arter; Hall; Mahoney; St. Amour; Sabo.

Nays – Kieft; Hughes.

Motion carried

Chairman St. Amour assumed the Chair.

Nominations were opened for Vice Chair of the Muskegon County Regional Water System Policy Board.

Moved by David Kieft, seconded by Chris Hall, to nominate Susie Hughes for Vice Chair.

There were no other nominations for Vice Chair.

Roll call: Ayes – Arter; Hall; Kieft; Mahoney; Hughes; St. Amour; Sabo.

Nays – None.

Motion carried

WSPB-13-002 – APPROVAL OF 2013 MEETING SCHEDULE

Moved by David Kieft, seconded by Terry Sabo, to approve the 2013 meeting schedule as presented.

Roll call: Ayes – Arter; Hall; Kieft; Mahoney; Hughes; St. Amour; Sabo.

Nays – None.

Motion carried

WSPB-13-003 – APPROVAL OF MINUTES

Moved by Ken Mahoney, seconded by Kim Arter, to approve the minutes of the meeting held October 9, 2012.

Motion carried

WSPB-13-004 – INFORMATION ITEMS

The following information items were distributed for information:

1. New Meters Set List.
2. Local Fund Balance Sheet.
3. Delinquent Amounts to Taxes Report.

WSPB-13-005 – REPORTS – WATER SYSTEM UPDATE

The Water System Update was distributed for information.

WSPB-13-006 – OLD BUSINESS

Supervisor Arter inquired about the two properties needing elevated enforcement activity in regard to mandatory connection.

Mr. Warner stated that both properties have connected to the water system.

WSPB-13-007 – NEW BUSINESS

Commissioner Hughes requested information on the Water Policy Board. A packet will be prepared for all Water Policy Board members and all County Commissioners.

Mr. Warner briefed the Board on the Memorial Drive project.

WSPB-13-008 – AUDIENCE PARTICIPATION

There was no audience participation.

WSPB-13-009 – ADJOURN


Moved by David Kieft, seconded by Chris Hall, to adjourn the meeting at 2:18 p.m.

Motion carried

Sam St. Amour, Chair

kf

REQUEST FOR CONSIDERATION
MUSKEGON COUNTY
REGIONAL WATER SYSTEM POLICY BOARD

MUSKEGON COUNTY REGIONAL WATER SYSTEM POLICY BOARD		BUDGETED NON-BUDGETED PARTIALLY BUDGETED X	
REQUESTING DEPARTMENT Public Works	COMMITTEE DATE March 12, 2013	REQUESTOR SIGNATURE 	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>Staff solicited quotations from the two engineering companies in Michigan who specialize in working with water storage tanks (Dixon Engineering and Nelson Tank Engineering) for an interior inspection of the elevated water storage tank at Michigan's Adventure. The quote from Nelson Tank was \$2,300 and the quote from Dixon was \$2,150. Staff recommends contracting with Dixon Engineering for the inspection of the interior of the elevated water storage tank at Michigan's Adventure with the costs being paid by the Muskegon County Regional Water System fund 5910-0546.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move to concur with staff and recommend to the Board of Public Works to award the contract for the interior inspection of the elevated water storage tank at Michigan's Adventure to Dixon Engineering for their low quote of \$2,150 with costs being paid by the Regional Water System fund 5910-0546.</p>			

4.01 ADDITIONAL SERVICES

- A. If additional services are Requested and Authorized by the OWNER which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. Delay by the Owner in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. Failure by the Owner to notify DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,
 - a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes

as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A
Preliminary Maintenance Inspection
500,000 Gallon Spheroid, (Michigan Adventure Tank) #22-61-09-01
Muskegon, Michigan

I Scope of Services Performed by Owner:

1. Provide for the use of the Inspector a source of water. This can either be a hydrant or hose bib supply. A community fire truck can be provided if it is desired to reduce the amount of time required for cleaning.
2. The Owner is not required to provide personnel to climb the tank; however, he is welcome to do so. A hard hat is required on this employee and any employee on the ground. DIXON does carry additional safety harnesses which can be used by the Owner's personnel; however, if the tank contains a fall prevention device, that device should be used. DIXON personnel carry their own personal safety equipment for that purpose. DIXON will assist the Owner's personnel in inspecting the exterior of the tank on the balcony and roof. If there is a bottom manhole into the wet interior of a sphere, hydropillar, or composite, or a ladder from the roof manhole, the Owner's personnel will be directed in. If DIXON is required to rig the tank using their own rope ladder and/or set of block and tackle for descent through the riser, the Owner's personnel will not be allowed access.
3. By signing this contract, it is understood the Owner's personnel are covered by the Owner's insurance and is not a responsibility of DIXON's insurance.
4. Remove from the site all paraphernalia removed from the tank by the Inspector, including steel plates, spent cathodic rods, wiring, and mud. This is strictly at the option of the Owner. It is DIXON's policy to remove the items and leave them at ground level.
5. Perform bacteriological testing after completion of the inspection. Two (2) consecutive samples are recommended at 24 hour intervals per AWWA C-652-07 Chlorination Method No. 3.
6. Operate the system without the tank in-service. This includes the operation and monitoring of pressure relief valves, if necessary.

II Scope of Services Performed by DIXON:

1. Clean the interior surfaces of the tank with high pressure water. Cleaning is necessary for DIXON to be able to remove all the mud. This allows DIXON the ability to see any deterioration of the steel, pitting, etc. High pressure water also enables DIXON to perform a very low cost adhesion test on the remaining coating. DIXON would notice if the coating is wavering, etc. which would indicate very poor adhesion and anticipated failure. The amount of mud removed from a torus tank is dependent upon Owner's preference, time allotted, and cleaning equipment available.
2. Remove all spent cathodic rods which pose a potential hazard to DIXON when descending down the riser. If, in the opinion of DIXON, the tower must be repainted in the near future, some of the rods may be left as long as they are away from the riser and could not possibly fall or be dragged down the riser. If repainting is not required for several years, DIXON will remove all the spent rods.
3. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
4. Review all interior surfaces for corrosion and/or damage, and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
5. Inspect the exterior coating and perform cross-cut adhesion tests where coating adhesion is questionable. If it is evident that repainting is not necessary for several years, no destructive adhesion tests will be performed.
6. Review all exterior appurtenances for damage due to corrosion.
7. Review all safety requirements for ladders, cages, etc., interior and exterior.
8. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
9. Review the exterior of the exposed foundations.
10. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: conclusions and recommendations, base report, digital photographs with descriptions, and a field inspection report.

11. Chlorinate the tank per AWWA Method No. 3 C-652-07. This item may be relocated to the Scope of Services Performed by Owner, if thus contracted.

DIXON makes every effort to estimate quantity and budgeting items very conservatively. Actual costs will vary over a wide range. The regulations are constantly changing; there are not enough contractors to increase competitiveness and the amount of work available is not consistent. We feel the numbers used, however, best represent what the project should cost, plus a reasonable safety factor.

SCHEDULE B
Preliminary Maintenance Inspection
500,000 Gallon Spheroid, (Michigan Adventure Tank) #22-61-09-01
Muskegon, Michigan

1. DIXON's fee for Schedule A, Items 1 and 2 of Scope of Services performed by DIXON is \$175 per hour with an estimate of 2 hours (\$350). Time will not be exceeded without authorization of the Owner. This is a time and material item because DIXON cannot estimate the amount of mud or time necessary for removal. The degree of cleanliness (i.e. 95% removal of the mud, etc.) will be established between DIXON and the Owner prior to the cleaning of the tank. Removal of the rods is also time and material as that also cannot be estimated.
2. Fee for Schedule A, Items 3 through 10, travel time and preparation of the report is a fixed fee item of \$1,700.
3. The fee for furnishing and applying the chlorine, Schedule A, Item 11, shall be the fixed fee of \$100.
4. The fee for the rental of the valves is \$25 per week. The Engineer will ship the valves UPS to the Owner. The Owner shall return them using the same or similar traceable delivery service at his expense. (\$50 has been included in this proposal.)
5. All DIXON service invoices which are paid within the (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
6. All DIXON service invoices which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one-half percent (1½%) per month interest from date thirty days after date of issue.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$125 per diem (may be increased based on location)	\$135 per diem
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O’Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2014

Revised 08/12

New Meters Set

Property Location	Customer Name		Installed	TWP	Size	REU
2540 PENNSYLVANIA		RES	01/09/13	LAK	3/4 I	.00

New Meters Set

Property Location	Customer Name		Installed	TWP	Size	REU
1431 APPLE		COM	01/09/13	MUS	3/4	1.00

New Meters Set

Property Location	Customer Name		Installed	TWP	Size	REU
2520 CHESTNUT TRAIL		RES	W AND S 02/27/13	MUS	3/4	1.00
2520 CHESTNUT TRAIL		RES	W AND S 02/27/13	MUS	3/4	1.00

LOCAL FUND BALANCE SHEET

as of January 31, 2013

	YTD .05 PER UNIT OF WATER	YTD REU REIMBURSEMENT	CURRENT ACCOUNT BALANCE
DALTON TWP	\$ 35.78	\$ -	\$ 6,295.48
FRUITLAND TWP	\$ 0.16	\$ -	\$ 1,716.77
LAKETON TWP	\$ 308.67	\$ -	\$ 30,922.94
MUSKEGON TWP	\$ 1,735.10	\$ -	\$ 1,735.10

LOCAL FUND BALANCE SHEET

as of February 28, 2013

	YTD .05 PER UNIT OF WATER	YTD REU REIMBURSEMENT	CURRENT ACCOUNT BALANCE
DALTON TWP	\$ 62.18	\$ -	\$ 6,321.88
FRUITLAND TWP	\$ 0.32	\$ -	\$ 1,716.93
LAKETON TWP	\$ 512.59	\$ -	\$ 31,126.86
MUSKEGON TWP	\$ 3,036.72	\$ 100.00	\$ 3,136.72

MUSKEGON COUNTY

M I C H I G A N

MEMORANDUM

BOARD OF PUBLIC WORKS

Terry J. Sabo
Chair, District 8

Benjamin E. Cross
Vice Chair, District 2

David S. Fisher
Drain Commissioner
Secretary

James J. Derezinski
District 7

Marvin R. Engle
District 5

Susie Hughes
District 3

Charles Nash
District 6

Robert Scolnik
District 4

Rillastine R. Wilkins
District 1

TO: Chairman St. Amour and Regional Water System Policy Board Members

FROM: John K. Warner, Director of Public Works 

RE: Water System Update

DATE: March 8, 2013

Regional Water System

The Northside and Eastside systems are running well. No issues to report.

The residuals in the Whitehall Road line are holding well. We will likely have a flushing event during March due to the water age.

The Whitehall Road elevated water storage tank is scheduled for it's 5-year interior inspection this year. That will take place as soon as the weather improves to the point where it is safe to be on the top of the tank.

AT&T has added three new antennae to the roof of the Evanston Avenue elevated water storage tank. That means additional revenue to the water system for tank maintenance purposes.

The City of Muskegon DPW is performing a study to determine if all of the antennae on the roofs of the water tanks is having any kind of significant impact on our water system communications as our antennae are also on the roofs of these tanks.

We are seeing some of the cooling fans on the VFD's at the Quarterline pumping station starting to die. We are investigating as to whether bearing replacements can be performed as opposed to replacing the entire fan units.

The large sampling event for EPA on the Northside was completed in February. This has to be done at least one more time this year and EPA will send us the sample bottles and tell us when they want the samples to be collected.

Meter replacement has been slow the last month due to weather conditions. This will be picking up in March as the weather improves.