

# MUSKEGON COUNTY BOARD OF COMMISSIONERS FULL BOARD

via Zoom and in-person at: Michael E. Kobza Hall of Justice, 990 Terrace Street, Muskegon, MI 49442

September 14, 2021 - 3:00 p.m.

## AGENDA



Robert Scolnik, Chairman  
Charles Nash, Vice-Chairman

Connect to Zoom from your computer, tablet or smartphone at:

<https://us06web.zoom.us/j/89469931664?pwd=QmVEclBQN3NHMWdlL09UMzNNOUZYdz09>

Phone: (312) 626-6799

Meeting ID: 894 6993 1664

Passcode: 509657

Cell phones may mute & unmute by dialing \*6  
Raise and lower hand to speak by dialing \*9

To raise your digital hand from your PC or  
MAC, at the bottom of the window on the right  
side of the screen, click the button labeled  
"Raise Hand"

View the meeting on Facebook at:

<https://www.facebook.com/MuskegonCountyMI>

- 1) Call to Order
- 2) Invocation: Commissioner Zach Lahring
- 3) Pledge of Allegiance
- 4) Roll Call
- 5) Approval of Agenda
- 6) Approval of the Minutes of September 9, 2021
- 7) Public Comment (on an agenda item)
- 8) Communication
- 9) Committee/Board Reports
  - A) [Courts & Public Safety](#)
  - B) [Human Services](#)
- 10) Chairman's Report/Committee Liaison Reports
  - A) The Michigan Irish Music Festival will host "Hackley Hooley" at Hackley Park on September 18<sup>th</sup> from 11 a.m. to 8 p.m.
  - B) Board of Canvassers Election (four-year terms commencing November 1, 2021)

*Board Work Session on the  
American Rescue Plan begins  
immediately after the meeting*

### Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

11) Administrator's Report

To authorize staff to issue a request for qualifications from a qualified civil engineer to perform a lake level study on Wolf Lake pursuant to Part 307, Inland Lake Levels, of the Natural Resources and Environmental Protection Act, 1994 PA 451.

12) Unfinished Business

A) To authorize acceptance of mediation award.

B) To authorize Chairman Robert Scolnik to execute closing documents regarding mediation.

C) WM21/09 – 94 To approve authorization of the agreement regarding the establishment of lake level for Wolf Lake pursuant to Part 307 of the Natural Resources and Environmental Protection Act and the vacation of the Wolf Lake Drain and Wolf Lake SAD pursuant to the Drain Code until September 14, 2021, in which both the Water Resource Commissioners attorney and Muskegon County Corporate Counsel will have reviewed the document.

D) CPS21/09-53 To approve the Resolution to promote general welfare in Muskegon County; and that a copy of this Resolution be sent to Governor Whitmer, Senator Jon Bumstead, Representative Terry Sabo, Representative Greg VanWoerkom, the Michigan Senate, the Michigan House of Representatives, Michigan Association of Counties and to the Clerk of each County in the State of Michigan.

13) New Business

14) Public Comment

15) Final Board Comments

16) Adjourn to the call of the Chair

*Courts & Public Safety Summary Sheet  
Chairman Malinda Pego*

The Courts & Public Safety Committee met on September 7, 2021, it was recommended and I move:

- CPS21/09 – 48      To approve the Sheriff's Office to accept for the Fiscal Year 2022 the Secondary Road Patrol (SRP) grant from the Office of Highway Safety Planning (OHSP) in the amount of \$76,320.00.
- CPS21/09 – 49      To approve the purchase of 43 Body Worn Cameras through Watch Guard Video for the Sheriff's Office and to utilize funding from the American Recovery Act to pay for the equipment. The project amount is quoted at \$68,732.00.
- CPS21/09 – 50      To accept the RFP from Newaygo County Emergency Services to write the update for the Muskegon County Hazard Mitigation Plan and have corporate counsel draft the contract using FEMA grant agreement guidelines.
- CPS21/09 – 51      To accept and consent to allow Foster Swift Collins & Smith PC, the county's corporate counsel, to sign a Conflict of Interest Waiver to draft a contract between the Muskegon County Emergency Management Department and the Newaygo County Emergency Department regarding the Muskegon County Hazard Mitigation Plan and waive any conflict arising from representation as Foster Swift Collins & Smith PC represents both counties in several unrelated matters and authorize the County Administrator to sign the waiver.
- CPS21/09 – 52      To authorize the Board Chair to sign the agreement with the West Michigan Hazardous Materials Association effective from October 1, 2021 to September 30, 2024.

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*Human Services Summary Sheet  
Chairman Marcia Hovey-Wright*

The Human Services Committee met on September 7, 2021, it was recommended and I move:

- HS21/09 – 22      To authorize Public Health to request bids for drinking water laboratory analysis for the period of October 2021 through September 2022 with the option for two one-year renewals, with no change in general fund appropriation.
- HS21/09 – 23      To approve entering into a contract agreement with Senior Resources for Senior Millage Grants Administration Services effective October 1, 2021 through September 30, 2023.
- HS21/09 – 24      To approve the Resolution to declare September 2021 as National Recovery Month in Muskegon County; and that a copy of this Resolution be sent to Governor Whitmer, Senator Jon Bumstead, Representative Terry Sabo, Representative Greg VanWoerkom, the Michigan Senate, the Michigan House of Representatives, Michigan Association of Counties and to the Clerk of each County in the State of Michigan.

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# Muskegon County Full Board

## Request for Board Approval

**Requestor:** Mark Eisenbarth

**Full Board Date:** 2021-09-14

**Requesting Department:** Administration

**Budget:** Non-Budgeted

**Agenda Number:**

**Suggested Motion:** *(State the following exactly as it should appear in the minutes.)*

Move to authorize staff to issue a request for qualifications from a qualified civil engineer to perform a lake level study on Wolf Lake pursuant to Part 307, Inland Lake Levels, of the Natural Resources and Environmental Protection Act, 1994 PA 451.

**Summary of Request:** *(General description of financing, other operational impact, possible alternatives.)*

Staff continues to work with the Water Resources Commission on a resolution to the Wolf Lake control system operation and management. While this process continues, we can move forward with the lake level study. A lake level study is the first step in setting the legal lake level.

The cost for this study is not in the current budget, but can be assessed against the Special Assessment District after the normal lake level is established by the Court. It is estimated the lake level study will cost \$40,000.

<b>Kristen Wade, HR Director Analysis Required?</b> No	<b>Finance Analysis:</b> <input type="checkbox"/>
<b>Michael Homier, Corporate Counsel Analysis Required?</b> No	<b>Mark Eisenbarth, County Administrator Recommendation:</b> <input checked="" type="checkbox"/> 

**AGREEMENT REGARDING THE ESTABLISHMENT OF LAKE LEVEL FOR WOLF LAKE PURSUANT TO PART 307 OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT AND THE VACATION OF THE WOLF LAKE DRAIN AND WOLF LAKE SAD PURSUANT TO THE DRAIN CODE**

This **Agreement** is made on \_\_\_\_\_(the “Effective Date”) between Muskegon County (the “County”), a Michigan County, and the Muskegon County Water Resources Commissioner, (the “Commissioner”) the duly elected drain commissioner elected pursuant to the Drain Code, Act 40 of 1956, MCL 280.1 et seq (the “Drain Code”), (collectively referred to as the “**Parties**”).

**RECITALS**

The Parties rely upon the following facts:

A. Wolf Lake is an inland lake, as that term is defined in Article III, Chapter 1, Part 307 of the Natural Resources and Environmental Protection Act, MCL 324.30701 et seq (“Part 307”), that is wholly contained within Egleston Township, Muskegon County, Michigan.

B. The Wolf Lake Drain and Wolf Lake Special Assessment District (“Wolf Lake SAD”) was duly established under the Drain Code on or about April 18, 1988, for the purpose of stabilizing the water level of Wolf Lake.

C. Egleston Township and Muskegon County are each at large members of the Wolf Lake SAD, and were apportioned at large assessments of 10% and 20% respectively.

D. Pursuant to the establishment of the Wolf Lake Drain and the Wolf Lake SAD, a pump station and pumping equipment (the “Pump Station”) was thereafter installed for the purposes of pumping excess water out of Wolf Lake to keep the water level of Wolf Lake stabilized.

E. For several years after the original installation of the pumping equipment, Egleston Township maintained and operated the Pump Station.

F. Thereafter, the Commissioner operated and maintained the Pump Station pursuant to the establishment of the Wolf Lake Drain and Wolf Lake SAD.

G. Assessments were not imposed pursuant to the Wolf Lake SAD until 2015, when pumping equipment failed and required maintenance and/or replacement.

H. In 2017, at the request of Egleston Township, Muskegon County initiated proceedings by petition (the “Petition”) in the Circuit Court for the establishment of a normal lake level pursuant to Part 307, Muskegon County Circuit Court Case No. 2017-001478-CH.

I. On March 16, 2018, the Circuit Court denied the Petition to establish a normal lake level pursuant to Part 307, in part due to an aged (1987) lake study, and a concern that a plan for replenishment of water into Wolf Lake during periods of low water levels was non-existent.

J. After the Circuit Court denied the County's petition to establish a normal lake level for Wolf Lake, the Commissioner discontinued operation of the Pump Station and delivered the keys to the Pump Station to the Muskegon County Director of Public Works, who continued the operation of the Pump Station to ensure that the homes along Wolf Lake would not be impacted by discontinued operation.

K. The Wolf Lake Drain and Wolf Lake SAD have not been vacated.

L. As of the date of this Agreement, the County has incurred Sixty Seven Thousand One Hundred Eighteen dollars (\$67,118.00) in maintaining and operating the Pump Station since the Commissioner discontinued operation of the Pump Station in April of 2018.

M. The County is the only entity that may initiate a petition in Circuit Court to establish a lake level for Wolf Lake pursuant to Part 307.

N. Pursuant to Section 30702 (MCL 324.30702), the County may delegate its powers that are not exercised by resolution to the Commissioner.

O. Pursuant to Section 30713 (MCL 324.30702), the Commissioner may enter into contracts with agencies or public or private corporations that may provide that payment made or work done relieves the agency or corporation in whole or in part from assessment for the cost of establishment and construction of the project.

P. This Contract is made for the purpose of establishing the rights and duties of the Parties with regard to the vacation of the Wolf Lake Drain and Wolf Lake SAD pursuant to the Drain Code, and the establishment of a normal lake level for Wolf Lake pursuant to Part 307, and for the assessment and payment of costs related thereto.

In exchange for the consideration of mutual covenants, benefits and other consideration set forth above and below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Preliminary Lake Study. Upon execution of this agreement, the Commissioner shall cause a preliminary lake study, as contemplated by MCL 324.30703, be conducted. The cost of the preliminary lake study shall be initially paid by the Commissioner. At the execution of this agreement, the County shall pass a resolution authorizing a preliminary lake level study. If a legal lake level is established by the Circuit Court and a special assessment district formed pursuant to Part 307, the cost of the preliminary lake study will be included in the calculation of costs to be assessed to benefitted parcels pursuant to MCL 324.30712. If a legal lake level is not established, the cost of the preliminary lake study shall be assessed to the Wolf Lake SAD, pursuant to the Commissioner's authority under the Drain Code to assess the Wolf Lake SAD for maintenance of the Wolf Lake Drain.

2. Petition for Normal Lake Level. Upon completion of the preliminary lake study and receipt by the County thereof, and subject to the findings and recommendations therein, the County shall either cause a new petition for the establishment of a normal lake level to be initiated in the Circuit Court pursuant to MCL 324.30702, or seek reconsideration in Case No. 2017-

001478-CH, whichever the Court deems procedurally appropriate, to establish a lake level for Wolf Lake pursuant to Part 307, and participate in the proceedings until such time as the Circuit Court either grants or denies the request to establish a normal lake level. This obligation on the part of the County does not arise if the findings and recommendations of the preliminary lake study indicate that a normal lake level should not be established. Legal fees incurred by the County in pursuit of the establishment of a normal lake level shall be included in the costs computed pursuant to MCL 324.30712.

3. Delegation of Authority. The Parties expressly agree that during the Circuit Court proceedings set forth in paragraph 2 and thereafter, the County may delegate those responsibilities permitted under Part 307 to the Commissioner, including but not limited to the responsibility to calculate the cost of the normal lake level project and the preparation of the special assessment roll, notwithstanding any provision of this Agreement that purports otherwise. The Parties expressly acknowledge and agree that the County is not and shall not be determined to be benefitted by the establishment of a normal lake level for Wolf Lake.

4. Vacation of Wolf Lake Drain and Wolf Lake SAD. Upon the establishment of a normal lake level for Wolf Lake by the Circuit Court, the Commissioner shall cause the Wolf Lake Drain and the Wolf Lake SAD to be vacated pursuant to the Drain Code and cause no further assessment to the County pursuant to the Wolf Lake SAD. Upon the vacation of the Wolf Lake Drain and Wolf Lake SAD, the County will waive collection of the costs it has incurred in operating the Pump Station since April of 2018 and to the execution of this agreement.

5. Maintenance of an Established Normal Lake Level. Upon the establishment of a normal lake level for Wolf Lake by the Circuit Court, the Parties expressly acknowledge and agree that the duty to maintain the normal lake level shall rest with the Commissioner pursuant to MCL 324.30702 and MCL 324.30708. A special assessment district established pursuant to Part 307 shall be assessed the costs of maintaining the normal lake level.

~~6. Lake Level Not Established. In the event a normal lake level is not established by the Circuit Court at the conclusion of the proceedings contemplated in Paragraph 2, the County will have no further obligation and the Commissioner will immediately recommence the operation and maintenance of the Pump Station and assess the Wolf Lake SAD the costs of doing so, including the outstanding costs incurred by the County in operating and maintaining the Pump Station since April of 2018.~~

7. Amendments. No amendment to this Agreement shall be effective or binding upon the Parties unless it expressly makes reference to this Agreement, is in writing, is approved by the County and the Commissioner and is signed and acknowledged by duly authorized representatives of the respective Parties.

8. Enforceability. If any provision of this Agreement or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

9. Jurisdiction. This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan. The Parties agree, consent

and submit to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Michigan for any action arising out of this Agreement.

10. Execution of Agreement. This Agreement may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Agreement. Promptly after the full execution of this Agreement, County shall provide a copy to the Commissioner.

11. Beneficiaries. The rights and benefits under this Agreement shall inure to the benefit of and be binding upon the Parties, and their successors.

12. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and this Agreement shall not be construed to benefit any other persons or entities.

**In Witness Whereof**, County and Commissioner, by and through their duly authorized officers and representatives, have executed this Agreement.

By their authorized representatives' signatures below, the parties agree to the terms of this Agreement.

**MUSKEGON COUNTY**

**MUSKEGON COUNTY WATER  
RESOURCES COMMISSIONER**

By: \_\_\_\_\_  
Robert Scolnik

By: \_\_\_\_\_  
Brenda Moore

Its Chairman

Water Resources Commissioner

By: \_\_\_\_\_  
Nancy Waters

By: \_\_\_\_\_  
Dallas Goldberg

Its Clerk

Deputy Water Resources Commissioner



# MUSKEGON COUNTY

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## M I C H I G A N



### OFFICE OF THE WATER RESOURCES COMMISSIONER

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**Brenda M. Moore**

Water Resources Commissioner\*

[moorebr@co.muskegon.mi.us](mailto:moorebr@co.muskegon.mi.us)

\* formerly Drain Commissioner

**141 E. Apple Avenue**

Muskegon, Michigan

**231-724-6219**

**Dallas Goldberg**

Deputy Water Resources Commissioner

[GoldbergDa@co.muskegon.mi.us](mailto:GoldbergDa@co.muskegon.mi.us)

September 10, 2021

**To:** Muskegon County Board of Commissioners

**From:** Brenda M. Moore, Water Resources Commissioner (WRC)

**Via:** Mark Eisenbarth, County Administrator  
Matt Farrar, Department of Public Works Director

**Cc:** Stacy Hissong, Wolf Lake District Attorney  
Mark Homier, County Board Attorney

**Re:** Wolf Lake lake level

#### Background Reiterated

The Wolf Lake pump is a lake level control structure. Lake levels are governed by Inland Lakes and Streams legislation. It is the County Board of Commissioners who has the authority to set lake levels under the law. Although the Board can delegate management of the lake level to the Water Resources Commissioner, the ultimate jurisdiction remains with the County.

When the Wolf Lake project was coming to fruition in the late 1980's, the Drain Commissioner sought inland lake permits from the state in addition to forming a drainage district under the Drain Code. As part of that process he oversaw the lake level study which the court recently rejected. It is my belief that the creation of a drainage district under the Drain Code solely to manage a lake level project was improper. The fact that a lake level has yet to be approved by the court means that neither the Water Resources Commissioner nor the County Board technically has the authority to run the pump or assess for costs in doing so. Because a lawsuit against the district would have to be financed through an assessment to the District the WRC determined to turn the keys to the pump over to the County until they voted to engage in a lake level study and establish a lake level.

## Proposed Agreement

The attached document was given to me late spring and I summarily rejected it, stating that it put this office and the district in a no-win situation. I suggested a simpler agreement in June, which is apparently unacceptable because the county's agreement continues to be presented to me. My previously proposed MOU is withdrawn and the county agreement as currently written is still unacceptable, the highpoints of which are:

- It has been mentioned that the County agreed to pay for the new lake study. However, under (P)(1.) page 2 of the agreement it says the initial lake study will be paid for by the "Commissioner". Without the ability to assess under the Drain Code for a Part 307 study, we have no means to obtain funds for the study. This puts my office in an impossible situation.
- The agreement seems to delegate authority to the WRC office. Please note that delegation of authority to an office does not place the financial responsibilities to that office. The County either pays or a lake level district is established that pays costs, not the WRC Office and not the drainage district. Frankly, when considering who is better suited to oversee a pump system, the DPW has more staff and more depth of knowledge in pump management than the WRC's office. The Board also has more control over the DPW than the WRC office. I recommend that the County consider appointing the DPW as the delegated authority rather than the WRC.
- The agreement contemplates the vacation of the Wolf Lake Drain (pg. 2 (P)). A vacation cannot take place without a petition from property owners or the township. It would be better to relinquish the drain to the County, in which case they can operate under their authority provided in Part 307. In this case the previous costs incurred and the county apportionment would be moot because the Board would have sole jurisdiction to make decisions with respect to apportionments and recouping costs as they see fit.
- The agreement does not acknowledge that the Drain District was inappropriately established and should be relinquished to the County on behalf of the Part 307 district once established.
- The agreement should acknowledge that jurisdiction over the pump was offered to the township and they refused it.
- It was already agreed that #6, page 5 would be removed from the agreement.

- Finally, I do not want the Deputy WRC as a signatory on this document. It unfairly ties him to a political mess that he had nothing to do with.

I made minor points of clarification to the agreement but it needs to be totally reworked to address the above points.

The recommendation from our attorney is the relinquishment of the Wolf Lake Drainage District to the County and the establishment of a lake level under Part 307. To the extent the WRC office can help facilitate the study and an assessment roll for the county's use, we will certainly do that. The mapped district and framework for apportionments are in place and the transition should be seamless.

**AGREEMENT REGARDING THE ESTABLISHMENT OF LAKE LEVEL FOR WOLF LAKE PURSUANT TO PART 307 OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT AND THE VACATION OF THE WOLF LAKE DRAIN AND WOLF LAKE SAD PURSUANT TO THE DRAIN CODE**

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**RECITALS**

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B. The Wolf Lake Drain and Wolf Lake Special Assessment District (“Wolf Lake SAD”) was ~~duly~~ inappropriately established under the Drain Code on or about April 18, 1988, for the purpose of stabilizing the water level of Wolf Lake.

C. Egleston Township and Muskegon County are each at large members of the Wolf Lake SAD, and were apportioned at large assessments of 10% and 20% respectively.

D. Pursuant to the establishment of the Wolf Lake Drain and the Wolf Lake SAD, a pump station and pumping equipment (the “Pump Station”) was thereafter installed for the purposes of pumping excess water out of Wolf Lake to keep the water level of Wolf Lake stabilized.

E. For several years after the original installation of the pumping equipment, Egleston Township maintained and operated the Pump Station.

F. As of 2013 Thereafter, the Commissioner operated and maintained the Pump Station pursuant to the establishment of the Wolf Lake Drain and Wolf Lake SAD.

G. Assessments were not imposed pursuant to the Wolf Lake SAD until 2015, when pumping equipment failed and required maintenance and/or replacement. This assessment was levied before the lake level authority issue was discovered.

H. In 2017, at the request of Egleston Township, Muskegon County initiated proceedings by petition (the “Petition”) in the Circuit Court for the establishment of a normal lake level pursuant to Part 307, Muskegon County Circuit Court Case No. 2017-001478-CH.

I. On March 16, 2018, the Circuit Court denied the Petition to establish a normal lake level pursuant to Part 307, in part due to an aged (1987) lake study, and a concern that a

plan for replenishment of water into Wolf Lake during periods of low water levels was non-existent.

J. After the Circuit Court denied the County's petition to establish a normal lake level for Wolf Lake, the Commissioner discontinued operation of the Pump Station and delivered the keys to the Pump Station to the Muskegon County Director of Public Works, who continued the operation of the Pump Station to ensure that the homes along Wolf Lake would not be impacted by discontinued operation.

K. The Wolf Lake Drain and Wolf Lake SAD have not been vacated.

L. As of the date of this Agreement, the County has incurred Sixty Seven Thousand One Hundred Eighteen dollars (\$67,118.00) in maintaining and operating the Pump Station since the Commissioner discontinued operation of the Pump Station in April of 2018.

M. The County is the only entity that may initiate a petition in Circuit Court to establish a lake level for Wolf Lake pursuant to Part 307.

N. Pursuant to Section 30702 (MCL 324.30702), the County may delegate its powers that are not exercised by resolution to the Commissioner.

O. Pursuant to Section 30713 (MCL 324.30702), the Commissioner may enter into contracts with agencies or public or private corporations that may provide that payment made or work done relieves the agency or corporation in whole or in part from assessment for the cost of establishment and construction of the project.

P. This Contract is made for the purpose of establishing the rights and duties of the Parties with regard to the vacation of the Wolf Lake Drain and Wolf Lake SAD pursuant to the Drain Code, and the establishment of a normal lake level for Wolf Lake pursuant to Part 307, and for the assessment and payment of costs related thereto.

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2. Petition for Normal Lake Level. Upon completion of the preliminary lake study and receipt by the County thereof, and subject to the findings and recommendations therein, the County shall either cause a new petition for the establishment of a normal lake level to be initiated in the Circuit Court pursuant to MCL 324.30702, or seek reconsideration in Case No. 2017-001478-CH, whichever the Court deems procedurally appropriate, to establish a lake level for Wolf Lake pursuant to Part 307, and participate in the proceedings until such time as the Circuit Court either grants or denies the request to establish a normal lake level. This obligation on the part of the County does not arise if the findings and recommendations of the preliminary lake study indicate that a normal lake level should not be established. Legal fees incurred by the County in pursuit of the establishment of a normal lake level shall be included in the costs computed pursuant to MCL 324.30712.

3. Delegation of Authority. The Parties expressly agree that during the Circuit Court proceedings set forth in paragraph 2 and thereafter, the County may delegate those responsibilities permitted under Part 307 to the Commissioner, including but not limited to the responsibility to calculate the cost of the normal lake level project and the preparation of the special assessment roll, notwithstanding any provision of this Agreement that purports otherwise. The Parties expressly acknowledge and agree that the County is not and shall not be determined to be benefitted by the establishment of a normal lake level for Wolf Lake.

4. Vacation of Wolf Lake Drain and Wolf Lake SAD. Upon the establishment of a normal lake level for Wolf Lake by the Circuit Court, the Commissioner shall cause the Wolf Lake Drain and the Wolf Lake SAD to be vacated pursuant to the Drain Code and cause no further assessment to the County pursuant to the Wolf Lake SAD. Upon the vacation of the Wolf Lake Drain and Wolf Lake SAD, the County will waive collection of the costs it has incurred in operating the Pump Station since April of 2018 and to the execution of this agreement.

5. Maintenance of an Established Normal Lake Level. Upon the establishment of a normal lake level for Wolf Lake by the Circuit Court, the Parties expressly acknowledge and agree that the duty to maintain the normal lake level shall rest with the Commissioner pursuant to MCL 324.30702 and MCL 324.30708. A special assessment district established pursuant to Part 307 shall be assessed the costs of maintaining the normal lake level.

6. ~~Lake Level Not Established. In the event a normal lake level is not established by the Circuit Court at the conclusion of the proceedings contemplated in Paragraph 2, the County will have no further obligation and the Commissioner will immediately recommence the operation and maintenance of the Pump Station and assess the Wolf Lake SAD the costs of doing so, including the outstanding costs incurred by the County in operating and maintaining the Pump Station since April of 2018.~~

7. Amendments. No amendment to this Agreement shall be effective or binding upon the Parties unless it expressly makes reference to this Agreement, is in writing, is approved by the County and the Commissioner and is signed and acknowledged by duly authorized representatives of the respective Parties.

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10. Execution of Agreement. This Agreement may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Agreement. Promptly after the full execution of this Agreement, County shall provide a copy to the Commissioner.

11. Beneficiaries. The rights and benefits under this Agreement shall inure to the benefit of and be binding upon the Parties, and their successors.

12. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and this Agreement shall not be construed to benefit any other persons or entities.

**In Witness Whereof**, County and Commissioner, by and through their duly authorized officers and representatives, have executed this Agreement.

By their authorized representatives' signatures below, the parties agree to the terms of this Agreement.

**MUSKEGON COUNTY**

**MUSKEGON COUNTY WATER  
RESOURCES COMMISSIONER**

By: \_\_\_\_\_  
Robert Scolnik

By: \_\_\_\_\_  
Brenda Moore

Its Chairman

Water Resources Commissioner

By: \_\_\_\_\_  
Nancy Waters

By: \_\_\_\_\_  
~~Dallas Goldberg~~

Its Clerk

~~Deputy Water Resources Commissioner~~

# County of Muskegon



## MUSKEGON COUNTY RESOLUTION TO PROMOTE GENERAL WELFARE

At a regular meeting of the Muskegon County Board of Commissioners, Muskegon County, Michigan, held on 14<sup>th</sup> day of September, 2021, at 3:00 p.m. local time, the following resolution was adopted; and

WHEREAS, we elected officials have solemnly sworn an oath to support the Constitution of the United States of America, which is ordained and established to "promote the general Welfare, and secure the Blessings of Liberty to ourselves and our posterity"; and

WHEREAS, the people of Muskegon County being both informed about the risks and benefits of any available medical treatment such as vaccines; as well as maintaining the sacred inalienable right to make autonomous choices about their own health are essential to securing both the general Welfare and securing the Blessings of Liberty; and

THEREFORE, BE IT RESOLVED, all Muskegon County messaging henceforth related to vaccines shall encourage the people to discuss the risks and benefits of any such treatment with their chosen healthcare provider; and

BE IT FURTHER RESOLVED, Muskegon County shall NOT question any persons claim, or parents' claim on behalf of their children, to exemption from wearing a facemask or any other similarly mandated activity; and

BE IT FURTHER RESOLVED, Muskegon County shall NOT require of or mandate to any employee, prospective employee, or contractor any form of vaccine or similar medical treatment, verification or medical test verification as a general condition of employment; and will NOT encourage employers located within Muskegon County to establish such mandates that so hinder medical autonomy; and

BE IT FURTHER RESOLVED, the Muskegon County Board of Commissioners recognizes and commends the employees of the Muskegon County Department of Public Health, Administration, and the other various county offices and departments, and community health care providers for their immense efforts throughout the COVID 19 situation; and

BE IT FURTHER RESOLVED, The Muskegon County Board of Commissioners does hereby ENCOURAGE Muskegon County residents to increase their awareness of available preventative measures and therapies by discussing the risks and benefits of available preventative measures and therapies with their chosen healthcare provider; and

~~THEREFORE, the Muskegon County Board of Commissioners instructs it's chair, clerk, and staff to forward a copy of this resolution directly to all county commissioners, or their equivalents, in each of the counties in the United States including the 83 counties in the state of Michigan and all other states, inviting that they consider whether passing a similar resolution might be in the best interest of their own people; and~~

BE IT FURTHER RESOLVED, that a copy of this Resolution be sent to Governor Whitmer, Senator Jon Bumstead, Representative Terry Sabo, Representative Greg VanWoerkom, the Michigan Senate, the Michigan House of Representatives, Michigan Association of Counties and to the Clerk of each County in the State of Michigan.

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The Muskegon County Board of Commissioners, at its September 14, 2021, meeting recommended approval by Commissioner Malinda Pego, support by Commissioner \_\_\_\_\_, the aforementioned resolution.

Ayes:

Nays:

I, Nancy A. Waters, Clerk of the Muskegon County Board of Commissioners and Clerk of the County of Muskegon, do hereby certify that the above Resolution was duly adopted by said Board on September 14, 2021.

\_\_\_\_\_  
Nancy A. Waters, Clerk  
County of Muskegon

\_\_\_\_\_  
Date

