

Muskegon County
Board of Public Works
October 3, 2019
4:00p.m.
Michael E. Kobza Hall of Justice
990 Terrace Street
Muskegon, MI 49442

Gary Foster, Chair

Rillastine Wilkins, Vice Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Chair Foster at 4:00p.m.

ROLL

Present: Gary Foster, Muskegon County Commissioner
Susie Hughes, Muskegon County Commissioner
Zach Lahring, Muskegon County Commissioner
Ken Mahoney, Muskegon County Commissioner
I. John Snider II, Muskegon County Commissioner
Rillastine Wilkins, Muskegon County Commissioner
Leo Evans, Ex-officio Member
Jennifer Hodges, Ex-officio Member [arrived at 4:01]

Excused: Brenda Moore, Drain Commissioner
Charles Nash, Muskegon County Commissioner
Robert Scolnik, Muskegon County Commissioner

Staff

Present: Dave Johnson, Wastewater Director
Matthew Farrar, Public Works Director
Tina Nash, Public Works Coordinator
Mark Eisenbarth, County Administrator
Beth Dick, Assistant Administrator & Finance Director

BPW-19-109 APPROVAL OF THE AGENDA

Moved by Commissioner Hughes, seconded by Commissioner Snider, to approve the agenda as presented.

VOICE VOTE: **Motion carried**

BPW-19-110 APPROVAL OF MINUTES

Moved by Commissioner Hughes, seconded by Commissioner Wilkins, to approve the minutes of the Board of Public Works meeting held on September 5, 2019.

VOICE VOTE: **Motion carried**

PUBLIC COMMENT ON AN AGENDA ITEM

None

ITEMS FOR CONSIDERATION:

BPW-19-111 Approve Credit Card Processing Services for Solid Waste

Moved by Commissioner Snider, seconded by Commissioner Mahoney, to approve the use of Merchant Partners and 1st Mile for credit card processing services at Solid Waste, allow the Public Works Board Chair to sign the agreements, and approve requiring signature capture for transactions exceeding \$100.00.

It was requested an update be given to the Commissioners in six months.

Roll call:

Yes - Hughes, Lahring, Mahoney, Snider, Wilkins, Foster

No –

Excused - Moore, Nash, Scolnik

Motion carried

BPW-19-112 Allow the Use of Wastewater Property for a Situation Training Exercise

Moved by Commissioner Wilkins, seconded by Commissioner Mahoney, to allow the Michigan National Guard to use portions of the Wastewater property to stage a Situation Training Exercise on April 16, 2020, for the purpose of practicing emergency response protocols.

Dave Johnson provided information regarding the training. Dave Johnson informed the board the training location at the Wastewater site has not been determined. Dave Johnson stated there is no cost to the Michigan National Guard to use the Wastewater site for this training.

VOICE VOTE: **Motion carried** [No – Lahring]

BPW-19-113 Solicit Bids for the Purchase of Three Irrigation Rigs and Pivot Pads

Moved by Commissioner Hughes, seconded by Commissioner Mahoney, to authorize the Procurement Office to solicit bids for the purchase of three irrigation rigs and pivot pads to replace the ones in fields 26, 37, and 44, with trade-in of the old rigs.

VOICE VOTE: **Motion carried**

BPW-19-114 Approve Vendor and Contractor Relationships as Outlined

Moved by Commissioner Snider, seconded by Commissioner Wilkins, that the vendor and contractor relationships outlined in the attached schedule be approved to continue under existing arrangements for the time period of October 1, 2019 through September 30, 2020.

List of Preferred Vendors of Muskegon County Wastewater Management System

Vendor Code	Vendor Name/Address	Vendor Service	Recommended FY2020	Justification for Exclusivity
V951	Apparelmaster-Muskegon Inc. 341 E Apple Ave, Muskegon, MI 49442	Uniforms & Janitorial	\$ 20,000	Contract
V2730	Detroit Pump & Manufacturing 450 Fair Ave., Building D, Ferndale, MI 48220	Cornel pump parts & service	\$ 30,000	Authorized Cornel dealer, distributor and repair facility
V4862	Kennedy Industries PO Box 930079, Wixom, MI 48393	Flygt pump parts; Dezurik valves	\$ 105,000	Authorized Flygt and Dezurik dealer; specialized pump repair
V4723	Jones Electric 1965 Sanford St., Muskegon, MI 49443	Motor repair	\$ 125,000	Local, available, experienced, trusted motor repair
V6037	Michigan Cat Department 77576, Detroit, MI 48277-0576	Caterpillar parts and service	\$ 100,000	Authorized Caterpillar dealer and repair facility
V93021196	DTE Energy PO Box 740786, Cincinnati, OH 45274-0786	Natural gas service	\$ 60,000	Sole provider
V37514	Zook Farm Equipment 7980 Pratt Lake Ave SE, Alto, MI 49302	Grain dryer repairs	\$ 5,000	Authorized grain dryer repairs
V34392	Mission Communications, LLC 3170 Reys Miller Rd NW Suite 190, Norcross, GA 30071	Flow Meter Remote Monitoring	\$ 10,000	Authorized Dealer/Repair facility
V8896	Moorland Township P.O. Box 268, Ravenna, MI 49451	Annual Payment per Contract	\$ 4,500	Contract
V8388	State of Michigan PO Box 30657, Lansing, MI 48909	Permits, Inspections and Licenses	\$ 68,000	Issuer of permits/licenses/tank inspections
V27011	Thermo Electron North America, LLC 1400 Northpoint Pkwy, Ste 10, West Palm Beach, FL 33407-1976	ICP Service Contract	\$ 15,000	Authorized Dealer/Repair facility
V1916	Faster Asset Solutions, Inc. 2700 International PKWY, Suite 300, Virginia Beach, VA 23452	Faster Maintenance Software	\$ 11,000	Authorized Dealer/Repair facility
V93018886	Advanced Diesel Systems 9790 N US 31, Montague, MI 49437	Water Pumps JD Engine Repairs	\$ 5,000	Authorized repairs
V6060	C&C Communications Inc./Midcom 2131 E Laketon Ave, Muskegon, MI 49442	Radio Tower Monthly Service/Radio Repairs	\$ 10,000	Authorized Dealer/Repair facility
V40192	FCX Performance, Inc./SW Controls/Corrosion Fluid Products 3000 E 14th Ave, Columbus, OH 43219	Milton Roy Pumps	\$ 15,000	Authorized Dealer/Repair facility
V3255	Greenmark Equipment Various Locations in Kent City, Holland, Hastings	John Deere Parts & Service	\$ 30,000	Authorized Dealer/Repair facility
V93010918	Lewis, Reed and Allen, PC 136 E Michigan Ave, Ste 800, PO Box 51100, Kalamazoo, MI 49005	Users Committee Attorney	\$ 35,000	Selected by Users Committee
V39909	MacAllister Machinery Co, Inc. (Mich Cat) Dept. 78731, PO Box, 78000, Detroit, MI 48278-0731	Heavy Equipment Rentals	\$ 20,000	Authorized Dealer/Rental facility
V5865	Mettler-Toledo 22670 Network Place, Chicago, IL 60673-1226	Scale Software	\$ 5,000	Contract
V93023224	DC Martin & Son Scales, Inc. 370 36th St SE, Grand Rapids, MI 49548	Scale Maintenance/ Repairs Authorized Service	\$ 10,000	Authorized Dealer/Service
V93010619	Miss Dig System 3285 Lapeer Rd West, Auburn Hills, MI 48326	Miss Dig Membership Dues	\$ 17,000	Sole provider
V3009	Egelston Township 5428 Apple Ave, Muskegon, MI 49442	Annual Payment per Contract	\$ 55,000	Contract
V39444	Wiarcom, Inc. PO Box 168, Sugarland, TX 77487	GPS Service	\$ 7,000	Contract
V37161	Star Crane/Derks Crane & Hoist Service, Inc. 11340 54th Ave, Allendale, MI 49401	Crane Training/ Inspection & Repair Services	\$ 5,000	Authorized Training/Service/Repairs
V38980	Alta Equipment Company 25538 Network Place, Chicago, IL 60673-1255	Volvo Authorized Service	\$ 8,000	Authorized Service/Repairs

Dave Johnson stated the list includes frequently used vendors. Dave Johnson stated this will allow payments to be expedited. Beth Dick informed the board the departments will still follow the Procurement Policy procedures.

Roll call:

Yes - Lahring, Mahoney, Snider, Wilkins, Hughes, Foster

No –

Excused - Moore, Nash, Scolnik

Motion carried

BPW-19-115 Waive the Procurement Policy for the Purchase of Alfalfa, Corn and Soybean Seed

Moved by Commissioner Hughes, seconded by Commissioner Snider, to waive the County's procurement policies for Department-level quotes, Procurement-level quotes, and formal bid solicitations regarding the Wastewater's FY2020 purchases of alfalfa, corn and soybean seed.

Roll call:

Yes - Mahoney, Snider, Wilkins, Hughes, Lahring, Foster

No –

Excused - Moore, Nash, Scolnik

Motion carried

BPW-19-116 Award Professional Engineering Services

Moved by Commissioner Snider, seconded by Commissioner Wilkins, to award the Wastewater's three-year contract for professional engineering services (with the option of two one-year extensions) to Prein&Newhof.

Roll call:

Yes - Mahoney, Snider, Wilkins, Foster

No – Hughes, Lahring,

Excused - Moore, Nash, Scolnik

Motion carried

BPW-19-117 Approve Agreement for Economic Development Services

Moved by Commissioner Hughes, seconded by Commissioner Wilkins, to approve the Agreement for Economic Development Services with Muskegon Area First and authorize the Board Chair to sign same.

Administrator Eisenbarth provided a brief background regarding the relationship between Muskegon Area First and the Wastewater System. Administrator Eisenbarth spoke on the changes to the agreement. Administrator Eisenbarth informed the board the Users Group approved the agreement by an 11 – 2 vote.

Steve Olsen, President of Northern Tool and Muskegon Area First Board member, and Scott Huebler, Whitehall City Manager and Muskegon Municipal Wastewater Management Committee Chair, spoke on the restructuring of Muskegon Area First and how important economic development is for the communities of Muskegon.

Chair Foster requested Muskegon Area First members attend township and city meetings to inform residents of their services.

Roll call:

Yes - Snider, Wilkins, Hughes, Lahring, Mahoney, Foster

No –

Excused - Moore, Nash, Scolnik

Motion carried

BPW-19-118 Informational Items:

The following informational items were received and placed on file:

1. Public Works Monthly Operations Report, September 2019.
2. Wastewater Monthly Operating Report, September 2019.
3. Muskegon Municipal Wastewater Management Committee Minutes, Sept. 2019 (draft)

There was a question as to why we were getting bids for a fence at Brown's Pond Dam. Matthew Farrar explained the township owns the dam but Muskegon County Public Works is the "delegated authority" that will schedule inspections and maintenance. The costs of the fence will be included in the special assessment district.

OLD BUSINESS

BPW-19-119 Fire Service Agreement (attached)

Moved by Chair Foster, seconded by Commissioner Lahring, to approve the Fire Service Agreement with Moorland Township effective January 1, 2019 and authorize the Board Chair to sign the agreement.

Roll call:

Yes - Hughes, Lahring, Mahoney, Snider, Wilkins, Foster

No –

Excused - Moore, Nash, Scolnik

Motion carried

NEW BUSINESS

Commissioner Mahoney reminded the board the committee meetings on October 15, 2019 will be held at Montague Township Hall.

Administrator Eisenbarth informed the board there will be a work session regarding HealthWest on October 8, 2019 at 2p.m.

Commissioner Hughes reminded everyone of the Employee Picnic on Saturday, October 5, 2019 at Camp Pentalouan.

PUBLIC COMMENT

None

ADJOURN

There being no further business to come before the Board of Public Works the meeting was adjourned at 4:42p.m.

Gary Foster, Chair

FIRE SERVICE AGREEMENT- 2019

This Agreement, effective January 1, 2019, is between Moorland Township, a Michigan municipal corporation located at 12416 Apple Avenue, Ravenna, Michigan 49451 in Muskegon County ("Township"), and the County of Muskegon, a Michigan municipal corporation, located at 990 Terrace Street, Muskegon, Michigan 49442, by its Public Works Board (collectively "County") concerning the fire service at the "Metro" facility of the Muskegon County Wastewater Management System ("MCWMS").

RECITALS

A. The County of Muskegon, through its Public Works Board, operates the Muskegon County Solid Waste Facility, which is located in Moorland Township, having several cells, including operating facilities and buildings which need fire protection and some of which are the location or storage places for hazardous materials.

B. The Township has a part-time fire department consisting of several, volunteer firefighters, having extensive fire fighting and emergency medical equipment.

C. The Township is able to provide fire and emergency medical services, and the equipment and ability to provide same have been reviewed by County and have been deemed satisfactory.

THE PARTIES, THEREFORE, AGREE:

1. **Provision of Fire and Emergency Services.** The Township will provide fire and emergency medical services for all properties located in the Muskegon County Solid Waste Facility, located in Moorland Township. The coverage provided shall include the following commitments by the Township:

1.1 **Equipment and Personnel.** The Township will maintain the level of equipment and personnel which is in place on the date of this Agreement.

1.2 **Mutual Aid Agreement.** The Township will maintain in effect its Mutual Aid Agreement.

1.3 **Fire Department.** The Township will maintain its current staffing levels which were in place on the date of this agreement.

2. **Consideration; Fees and Review.** For the fire and emergency services protection afforded by this Agreement to the MCWMS, the County will pay to the Township the following:

2.1 An annual fee of \$51,753.89, payable on the date of executing this contract and on each anniversary date hereof.

2.2 In addition to the said fee, on January 1 of each year the annual fee shall increase by a percentage equal to the Consumer Price Index (CPI).

3. **Additional Consideration.** The Township waives its right to and will not charge Solid Waste any impact fees afforded by Michigan Public Act 66 of 1990. The Township further agrees to discharge **DRAINAGE, MAINTENANCE AND IMPROVEMENT SERVICES AGREEMENT – 2011**

4. **General Provisions.**

4.1 **Inspections.** Upon the execution of this contract, the County shall arrange for an inspection of all its facilities by the Township, for the purpose of accounting for any facilities presently unknown to the Township's fire department. County shall periodically notify the Township of any changes in the condition or general usage of any structure or building on the MCWMS.

4.2 **Hazardous Materials and Chemicals.** The County shall provide the Township, within 30 days after the execution of this Agreement, an inventory, diagrams and maps indicating the location and description of all hazardous materials stored, kept or used on the premises. Further, the County agrees to promptly inform the Township in writing of any changes in locations or descriptions of materials and provide diagrams, maps and narrative descriptions of said changes.

4.3 **Nature of the Fee.** This fee is for fire protection and emergency medical services, and is separate from and in addition to any other payment from the County to Township in connection with any service or access rights agreement related to the MCWMS,

4.4 **Term of the Agreement.** The term of this Agreement is indefinite, but it shall be reviewed prior to January 1, 2021, and continuance or renewal shall be reasonably negotiated by the parties.

5. **Termination of the Agreement.** This Agreement may be terminated by thirty (30) days written notice by either party for the following reasons:

5.1 Failure by the non-terminating party to substantially and materially perform its obligations under this Agreement.

5.2 By the County, in the event the County determines after inspection that the Township's fire department has not substantially maintained its equipment and capability which is in place and in effect on the date of execution of this contract.

5.3 A determination by the Township that it does not wish to continue the coverage afforded by this Agreement, in which event thirty (30) days notice of termination shall be given to the County.

6. **Miscellaneous Provisions.**

6.1 **No Third Party Beneficiary.** No person dealing with the County or Township shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Township and any staff, visitors, residents, or other individuals who may have business through the County.

6.2 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan applicable to contracts made and to be performed within the State of Michigan.

6.3 **Assignment.** Township shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

6.4 **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.5 **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct waiver or estoppel.

6.6 **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

6.7 **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

6.8 **Authority.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Township hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Township is obligated, which breach would have a material effect there on.

INWITNESS WHEREOF the parties sign this Agreement effective the date set forth above.

MUSKEGON COUNTY
BOARD OF PUBLIC WORKS

Dated: _____

By: _____
Gary Foster, Chair

MOORLAND TOWNSHIP

Dated: _____

By: _____

Dated: _____

By: _____

DRAFT