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.
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:

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 Pendalouan.

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

Preliminary Minutes
To be approved at the November 7, 2019 Board of Public Works Meeting
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


4.1 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.


6.1 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: ____________________________

Dated: ________________________ By: ____________________________