

## M I N U T E S

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
January 12, 2012

### CALL TO ORDER

The meeting was called to order by Commissioner Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Finance & Management Director; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

### Others

Present: Ken Mahoney, Board Chair; Commissioner Longmire; Commissioner Scolnik; David Kieft, Muskegon Charter Township Supervisor; Mike Thompson, Egelston Township Supervisor; Deb Ackerman, Egelston Township Treasurer.

### BPW-12-001 - APPROVAL OF AGENDA

Moved by Mr. Fisher, seconded by Ms. Wilkins, to approve the agenda with the addendum.

Motion carried

### BPW-12-002 - ELECTION OF OFFICERS

Moved by Mr. Fisher, seconded by Mr. Cross, to retain the same officers as last year.

Moved by Mr. Snider, seconded by Mr. Jager, to vote separately for each officer.

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BPW-12-002 - ELECTION OF OFFICERS CONT'D

Roll call: Ayes - Jager; Snider; Derezinski; Engle; Collins;  
Plummer; Wilkins; Cross.

Nays - Fisher.

Motion carried to separate the election of officers

Moved by Mr. Derezinski, seconded by Mr. Snider, to nominate Marvin Engle for Chair of the Public Works Board.

Moved by Mr. Fisher, seconded by Mr. Snider, that nominations be closed and an unanimous ballot be cast for Mr. Engle.

Roll call: Ayes - Collins; Plummer; Wilkins; Cross; Fisher;  
Jager; Snider; Derezinski; Engle.

Nays - None.

Motion carried

Chairman Engle opened nominations for Vice Chair of the Board of Public Works.

Commissioner Cross nominated Scott Plummer for Vice Chair.

Commissioner Snider nominated James Derezinski for Vice Chair.

Roll call vote for Vice Chair:

Scott Plummer - Engle; Collins; Plummer; Cross; Fisher.

James Derezinski - Wilkins; Jager; Snider; Derezinski.

Commissioner Plummer was voted Vice Chair.

Chairman Engle opened nominations for Secretary of the Board of Public Works.

Moved by Mr. Jager, seconded by Mr. Collins, to nominate David Fisher for Secretary of the Board of Public Works.

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BPW-12-002 - ELECTION OF OFFICERS CONT'D

Motion carried

Chairman Engle appointed John Warner, Director of Public Works, as Deputy Secretary of the Board of Public Works.

BPW-12-003 - APPROVAL OF MINUTES

Moved by Mr. Cross, seconded by Mr. Snider, to approve the minutes of the meeting held December 8, 2011.

Motion carried

BPW-12-004 - ACCOUNTS PAYABLE

Moved by Mr. Fisher, seconded by Mr. Plummer, to approve the Accounts Payable in the total amount of \$29,037.73, as follows:

1. Solid Waste Fund 5710 - \$137.40
2. Regional Water System Fund 5910 - \$28,900.33

Roll call: Ayes - Fisher; Jager; Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Cross.

Nays - None.

Motion carried

BPW-12-005 - PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda item.

BPW-12-006 - LOAN FROM SOLID WASTE TO PURCHASE PROPERTY BY PARKS

Moved by Mr. Collins, seconded by Mr. Cross, to authorize a loan from Solid Waste fund 5710-0526 to Parks fund 2080-0691 for the purchase price and any associated costs, not-to-exceed \$45,000, for the property known as 8434 Meinert Road with principal being paid back to Solid Waste by Parks over a period not-to-exceed 10 years and at the annual prevailing interest rate.

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BPW-12-006 - LOAN FROM SOLID WASTE TO PURCHASE PROPERTY BY PARKS  
CONT'D

Roll call: Ayes - Snider; Derezinski; Engle; Collins; Plummer;  
Wilkins; Cross; Fisher.

Nays - Jager.

Motion carried

BPW-12-007 - RENEW CONTRACT - AIR QUALITY SPECIALIST

Moved by Mr. Derezinski, seconded by Mr. Snider, to renew the contract of Air Quality Specialist for 2012 for Solid Waste air compliance consulting for their not-to-exceed price of \$8,100 with all costs being paid from Solid Waste fund 5710-0526.

Roll call: Ayes - Snider; Derezinski; Engle; Collins; Plummer;  
Wilkins; Cross; Fisher; Jager.

Nays - None.

Motion carried

BPW-12-008 - RENEW CONTRACT - ENGINEERING & ENVIRONMENTAL  
SOLUTIONS

Moved by Mr. Fisher, seconded by Mr. Plummer, to renew the contract of Engineering & Environmental Solutions for 2012 for their bid price of not-to-exceed \$37,606.40 with all costs being paid from Solid Waste fund 5710-0526.

Roll call: Ayes - Derezinski; Engle; Collins; Plummer; Wilkins;  
Cross; Fisher; Jager; Snider.

Nays - None.

Motion carried

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BPW-12-009 - AUTHORIZATION TO SOLICIT BIDS - HEATING SYSTEM FOR SCALE PIT

Moved by Mr. Collins, seconded by Mr. Snider, to authorize staff to solicit bids for the design/construction of a boiler-operated heating system for the Solid Waste scale pit with costs being paid from Solid Waste fund 5710-0526.

Motion carried

BPW-12-010 - AWARD REBID OF PIGGING OF SOLID WASTE GAS LINE

Moved by Mr. Derezinski, seconded by Mr. Snider, to award the rebid of the pigging of the gas line for Solid Waste (RFB-12-1953) to Roes Contracting Co. for their base bid price of \$32,167.50 plus \$12,500 per additional mile (if necessary) with all costs being paid from Solid Waste fund 5710-1528.

Roll call: Ayes - Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle.

Nays - None.

Motion carried

BPW-12-011 - CONTRACT CHANGE ORDER #1 - EVANSTON AVENUE STORAGE TANK

Moved by Mr. Fisher, seconded by Mr. Snider, to approve Contract Change Order #1 for the Evanston Avenue elevated water storage tank interior painting and structural repair project (RFB-11-1901) in the amount of an increase to the project cost of \$18,300 bringing the total project cost to \$125,300 with costs being paid from the Regional Water System fund 5910-0550.

Roll call: Ayes - Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle; Collins.

Nays - None.

Motion carried

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BPW-12-012 - TYPE II HAULER CONTRACT - FRANKLIN  
CONTRACTORS/MIDTOWN WASTE DISPOSAL

Moved by Mr. Cross, seconded by Mr. Snider, that the Solid Waste Type II Hauler Delivery Contract for Franklin Contractors/Midtown Waste Disposal be approved and authorize the Chair to execute the contract.

Roll call: Ayes - Wilkins; Cross; Fisher; Jager; Snider;  
Derezinski; Engle; Collins; Plummer.

Nays - None.

Motion carried

BPW-12-013 - AUTHORIZATION TO BID - ALFALFA HAY TONNAGE

Moved by Mr. Collins, seconded by Mr. Snider, to authorize Wastewater staff to bid the alfalfa hay tonnage from eight fields, or about 786 acres that would be established for four years in the spring of 2012.

Motion carried

BPW-12-014 - ALTERNATE WATER SUPPLY REPLACEMENT CONTRACT

Moved by Mr. Fisher, seconded by Mr. Derezinski, to approve the agreement with MDEQ for their payment of up to \$10,000 for costs to connect the house at 245 Birch Street in Laketon Township to the Muskegon County Regional Water System.

Roll call: Ayes - Snider; Derezinski; Engle; Collins; Plummer;  
Wilkins; Cross; Fisher; Jager.

Nays - None.

Motion carried

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BPW-12-015 - INFORMATION ITEMS

Moved by Mr. Fisher, seconded by Mr. Plummer, that the following information items be received and placed on file:

1. Public Works Monthly Operations Report, December 2011.
2. Wastewater Monthly Operating Report, December 2011.
3. Muskegon County Regional Water System Policy Board Minutes - December 6, 2011 (draft).
4. Muskegon Municipal Wastewater Management Committee Minutes - December 15, 2011 (draft).

Motion carried

BPW-12-016 - OLD BUSINESS

Commissioner Snider inquired about the status of the contract for the wind turbines.

Mark Eisenbarth, Wastewater Director, stated that the contract has not been signed yet.

BPW-12-017 - NEW BUSINESS

There was no new business.

BPW-12-018 - PUBLIC COMMENT ON A NEW ITEM

There were no comments on a new item.

BPW-12-019 - ADJOURN

Moved by Mr. Collins, seconded by Mr. Fisher, to adjourn the meeting at 3:57 p.m.

Motion carried

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Marvin Engle, Chairman



## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
February 9, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:32 p.m.

### ROLL

Present: Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; Rillastine Wilkins.

Excused: Lewis Collins; I. John Snider.

### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Finance & Management Director; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

### Others

Present: Ken Mahoney, Board Chair; Mike Thompson, Egelston Township Supervisor; Deb Ackerman, Egelston Township Treasurer.

### BPW-12-020 - APPROVAL OF AGENDA

Moved by Mr. Plummer, seconded by Ms. Wilkins, to approve the agenda with the addendum.

Motion carried

### BPW-12-021 - APPROVAL OF MINUTES

Moved by Mr. Fisher, seconded by Mr. Plummer, to approve the minutes of the meeting held January 12, 2012.

Motion carried

BPW-12-022 - ACCOUNTS PAYABLE

Moved by Mr. Derezinski, seconded by Mr. Cross, to approve the Accounts Payable in the total amount of \$148,297.35, as follows:

1. Solid Waste Fund 5710 - \$67.39
2. Regional Water System Fund 5910 - \$148,229.96

Roll call: Ayes - Fisher; Jager; Derezinski; Engle; Plummer; Wilkins; Cross.

Nays - None.

Motion carried

BPW-12-023 - PUBLIC COMMENT ON AN AGENDA ITEM

There were no comments on any agenda items.

BPW-12-024 - AWARD BID - CALCIUM CHLORIDE

Moved by Mr. Cross, seconded by Mr. Plummer, to award the bid to Michigan Chloride Sales, LLC at their price of \$0.203 per gallon of Calcium Chloride, per the specifications in RFB 12-1945, with the option to renew for two subsequent years.

Roll call: Ayes - Jager; Derezinski; Engle; Plummer; Wilkins; Cross; Fisher.

Nays - None.

Motion carried

BPW-12-025 - AWARD BID - FLEET VEHICLES

Moved by Mr. Fisher, seconded by Mr. Derezinski, to award the low bid for the 3/4-ton farm truck with snow plow to Signature Ford for \$26,783, the low bid for the mini van to K&M Dodge/Ram for \$21,563, and the low bid for the crossover to K&M Dodge/Ram for \$21,835, per RFB 12-1936.

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BPW-12-025 - AWARD BID - FLEET VEHICLES CONT'D

Following discussion, moved by Mr. Derezinski, seconded by Mr. Jager, to table this issue.

Roll call: Ayes - Jager; Derezinski.

Nays - Wilkins; Cross; Fisher; Engle; Plummer.

Motion to table defeated

Roll call on original motion: Ayes - Derezinski; Engle; Jager.

Nays - Plummer; Wilkins; Cross; Fisher.

Motion defeated

Moved by Mr. Plummer, seconded by Ms. Wilkins, to address each vehicle separately.

Roll call: Ayes - Fisher; Jager; Engle; Plummer; Wilkins; Cross.

Nays - Derezinski.

Motion carried

Moved by Mr. Plummer, seconded by Mr. Fisher, to award purchase of the mini van to Preferred Chrysler/Jeep, 3146 Henry Street, Muskegon, MI, in the amount of \$22,128.00.

Roll call: Ayes - Plummer; Wilkins; Cross; Fisher.

Nays - Jager; Derezinski; Engle.

Motion carried

Moved by Mr. Fisher, seconded by Mr. Cross, to award purchase of the 3/4-ton, 4x4 farm truck with snow plow to Great Lakes Ford, 2469 Apple Avenue, Muskegon, MI, in the amount of \$26,970.82.

Roll call: Ayes - Engle; Plummer; Wilkins; Cross; Fisher.

Nays - Derezinski; Jager.

Motion carried

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BPW-12-025 - AWARD BID - FLEET VEHICLES CONT'D

Moved by Mr. Plummer, seconded by Mr. Fisher, to award purchase of the crossover/minivan to K&M Dodge, 4100 Plainfield NE, Grand Rapids, MI, in the amount of \$21,835.00.

Roll call: Ayes - Derezinski; Engle; Plummer; Wilkins; Cross;  
Fisher.

Nays - Jager.

Motion carried

BPW-12-026 - AWARD BID - VEHICLE LUBRICANTS

Moved by Mr. Fisher, seconded by Ms. Wilkins, to award the bid for the "Vehicle Lubricants" for the Wastewater System to Vesco Oil Corporation at their attached prices per the specifications in RFB 12-1950.

Roll call: Ayes - Derezinski; Engle; Plummer; Wilkins; Cross;  
Fisher; Jager.

Nays - None.

Motion carried

BPW-12-027 - AWARD BID - FLOW METER CALIBRATION

Moved by Mr. Derezinski, seconded by Mr. Plummer, to award low bid for the "Flow Meter Calibration and Repair" in the Wastewater Plant Collection System to RS Technical Services, Inc., at their price of \$26,200.00 for the calibration of 33 billing meters and 6 process meters and \$110.00 per hour for repair labor, all per the specifications in RFB 12-1952, with the option to renew for two subsequent years.

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BPW-12-027 - AWARD BID - FLOW METER CALIBRATION CONT'D

Roll call: Ayes - Engle; Plummer; Wilkins; Cross; Fisher; Jager;  
Derezinski.

Nays - None.

Motion carried

BPW-12-028 - INFORMATION ITEMS

Moved by Mr. Derezinski, seconded by Mr. Fisher, that the following information items be received and placed on file:

1. Public Works Monthly Operations Report, January 2012.
2. Wastewater Monthly Operating Report, January 2012.
3. Muskegon County Regional Water System Policy Board Minutes - January 10, 2012 (draft).
4. Muskegon Municipal Wastewater Management Committee Minutes - January 19, 2012 (draft).

Motion carried

BPW-12-029 - OLD BUSINESS

There was no old business.

BPW-12-030 - NEW BUSINESS

Commissioner Jager had questions about the generators for the Youth Home.

Mr. Warner will get more information for Commissioner Jager.

BPW-12-031 - PUBLIC COMMENT ON A NEW ITEM

There were no comments on any new items.

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BPW-12-032 - CLOSED SESSION - REVIEW LEGAL OPINION

Moved by Mr. Plummer, seconded by Mr. Fisher, to enter into closed session for review of legal opinion at 4:08 p.m.

Roll call: Ayes - Plummer; Wilkins; Cross; Fisher; Jager;  
Derezinski; Engle.

Nays - None.

Motion carried

The meeting entered back into regular session at 4:37 p.m.

Moved by Mr. Derezinski, seconded by Mr. Cross, to reject the settlement demand and accept Counsel's recommendation.

Roll call: Ayes - Plummer; Wilkins; Cross; Fisher; Jager;  
Derezinski; Engle.

Nays - None.

Motion carried

BPW-12-033 - ADJOURN

Moved by Mr. Fisher, seconded by Mr. Cross, to adjourn the meeting at 4:38 p.m.

Motion carried

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Marvin Engle, Chairman

kf

## M I N U T E S

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
March 8, 2012

### CALL TO ORDER

The meeting was called to order by Vice Chairman Scott Plummer at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

Excused: Marvin Engle.

### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Finance & Management Director; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

### Others

Present: Ken Mahoney, Board Chair.

### BPW-12-034 - APPROVAL OF AGENDA

Moved by Mr. Snider, seconded by Mr. Collins, to approve the agenda as presented.

Motion carried

### BPW-12-035 - APPROVAL OF MINUTES

Moved by Mr. Collins, seconded by Mr. Cross, to approve the minutes of the regular meeting held February 9, 2012, and the minutes of the closed session held February 9, 2012.

Motion carried

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BPW-12-036 - ACCOUNTS PAYABLE

Moved by Mr. Derezinski, seconded by Ms. Wilkins, to approve the Accounts Payable in the total amount of \$91,602.88, as follows:

1. Solid Waste Fund 5710 - \$41.90
2. Regional Water System Fund 5910 - \$91,560.98

Roll call: Ayes - Derezinski; Collins; Plummer; Wilkins; Cross;  
Fisher; Jager; Snider.

Nays - None.

Motion carried

BPW-12-037 - PUBLIC COMMENT ON AN AGENDA ITEM

There were no comments on any agenda items.

BPW-12-038 - LOAN FROM SOLID WASTE - GRANT FOR PATTERSON PARK

Moved by Mr. Derezinski, seconded by Mr. Snider, to authorize a loan from Solid Waste fund 5710-0526 to the Parks in an amount not to exceed \$11,250 as a match for the MDNR Recreation Passport Grant, should we receive it, which would be paid back over a period of time not to exceed 5 years together with interest at the prevailing interest rate.

Roll call: Ayes - Collins; Plummer; Wilkins; Cross; Fisher;  
Jager; Snider; Derezinski.

Nays - None.

Motion carried

BPW-12-039 - LOAN FROM SOLID WASTE - GRANT FOR MEINERT PARK

Moved by Mr. Snider, seconded by Ms. Wilkins, to authorize a loan from Solid Waste fund 5710-0526 to the Parks in an amount not to exceed \$25,000 as a match for MDNR Land and Water Conservation grant, should we receive it, to be paid back over a period of

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BPW-12-039 - LOAN FROM SOLID WASTE - GRANT FOR MEINERT PARK  
CONT'D

time not to exceed 10 years together with interest at the prevailing interest rate.

Roll call: Ayes - Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski.

Nays - None.

Motion carried

BPW-12-040 - LOAN FROM SOLID WASTE - GRANT FOR PIONEER PARK

Moved by Mr. Cross, seconded by Mr. Snider, to authorize a loan from Solid Waste fund 5710-0526 to the Parks in an amount not to exceed \$12,500 as a match for the MDNR Trust Fund grant, should we receive it, to be paid back over a period of time not to exceed 5 years together with interest at the prevailing interest rate.

Roll call: Ayes - Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Collins.

Nays - None.

Motion carried

BPW-12-041 - AUTHORIZATION TO SOLICIT BIDS - PORTABLE WIND  
SCREENS

Moved by Mr. Snider, seconded by Mr. Cross, to authorize staff to solicit bids for the purchase of up to 250 lineal feet of portable wind screens to be used at Solid Waste with the costs being paid from Solid Waste funds, 5710-0526.

Roll call: Ayes - Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Collins; Plummer.

Nays - None.

Motion carried

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BPW-12-042 - CONTRACT CHANGE ORDER #1 - LEACHATE PUMP STATION

Moved by Mr. Fisher, seconded by Mr. Snider, to approve Contract Change Order #1, the final balancing change order, for the Solid Waste gap leachate pump station project in the amount of a \$7,991.00 increase to the project making the total project cost \$521,906 with all costs being paid from Solid Waste fund 5710-0526.

Roll call: Ayes - Fisher; Jager; Snider; Derezinski; Collins;  
Plummer; Wilkins; Cross.

Nays - None.

Motion carried

BPW-12-043 - FREE DUMP DAY

Moved by Mr. Fisher, seconded by Ms. Wilkins, to approve the "free dump day" program for municipalities for 2012 from the Muskegon County Solid Waste Management System.

Roll call: Ayes - Jager; Snider; Derezinski; Collins; Plummer;  
Wilkins; Cross; Fisher.

Nays - None.

Motion carried

BPW-12-044 - AWARD BID - ALFALFA SALE

Moved by Mr. Collins, seconded by Mr. Cross, to award the alfalfa silage produced in fields 6, 7, 8, 25, 26, 33 and 35 at the Wastewater System to den Dulk Dairy for \$36.36 per ton for the next four years; and the alfalfa silage produced in field 34 at the Wastewater System to VandenBrink Dairy for \$40.56 per ton for the next four years, all per the specifications in RFB 12-1958 and to authorize the Public Works Board Chairman to sign the contracts to formalize the above actions.

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BPW-12-044 - AWARD BID - ALFALFA SALE CONT'D

Roll call: Ayes - Snider; Derezinski; Collins; Plummer; Wilkins;  
Cross; Fisher; Jager.

Nays - None.

Motion carried

BPW-12-045 - AWARD BIDS - AGRICULTURAL CHEMICALS

Moved by Mr. Cross, seconded by Mr. Snider, to award Roundup Power Max at \$13.98 per gallon, Eptam Herbicide at \$36.24 per gallon, Acumen at \$23.84 per gallon, Valor SX DG at \$68.90 per pound, Halex GT at \$29.24 per gallon, Optimize 400 at a total cost of \$2,080.00, alfalfa foliar fertilizer at \$6.49 per gallon and corn foliar fertilizer at \$12.95 per gallon from Wilbur-Ellis Company; 90:10 surfactant at \$14.00 per gallon and 2,4-D Amine 4 at \$14.31 per gallon and ESN for \$645.00 per ton from Crop Production Services; Pursuit at \$330.00 per gallon, soybean foliar fertilizer at \$5.69 per gallon, 0-0-62 for \$573.00 per ton, and 11-52-0 for \$570.00 per ton, from Day Light Enterprises, all for the Wastewater System, per the specifications in RFB 12-1963.

Roll call: Ayes - Derezinski; Collins; Plummer; Wilkins; Cross;  
Fisher; Jager; Snider.

Nays - None.

Motion carried

BPW-12-046 - PERMISSION TO BID - REPLACEMENT OF HEATING SYSTEM IN FLEET MAINTENANCE BUILDING

Moved by Mr. Derezinski, seconded by Mr. Cross, to grant staff permission to bid the replacement of the heating system in the Fleet Maintenance Building.

Motion carried

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BPW-12-047 - PERMISSION TO BID - UNIFORMS AND FLOOR MATS

Moved by Mr. Snider, seconded by Mr. Cross, to grant staff permission to bid the uniforms and floor mats for one (1) year with an option to renew annually up to two (2) additional years.

Motion carried

BPW-12-048 - INFORMATION ITEMS

Moved by Mr. Collins, seconded by Mr. Cross, that the following information items be received and placed on file:

1. Public Works Monthly Operations Report, February 2012.
2. Wastewater Monthly Operating Report, February 2012

Motion carried

BPW-12-049 - OLD BUSINESS

There was no old business.

BPW-12-050 - NEW BUSINESS

There was no new business.

BPW-12-051 - PUBLIC COMMENT ON A NEW TOPIC

There were no public comments on a new topic.

BPW-12-052 - CLOSED SESSION - LEGAL OPINION

Moved by Mr. Snider, seconded by Mr. Fisher, to enter into closed session for legal opinion at 3:49 p.m.

Roll call: Ayes - Wilkins; Cross; Fisher; Jager; Snider;  
Derezinski; Collins; Plummer.

Nays - None.

Motion carried

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BPW-12-052 - CLOSED SESSION - LEGAL OPINION CONT'D

The meeting entered back into open session at 4:03 p.m.

Moved by Mr. Snider, seconded by Mr. Cross, to authorize approval of the amendment to the option lease agreement.

Roll call: Ayes - Snider; Derezinski; Collins; Plummer; Wilkins;  
Cross; Fisher; Jager.

Nays - None.

Motion carried

BPW-12-053 - ADJOURN

Moved by Mr. Snider, seconded by Mr. Collins, to adjourn the meeting at 4:04 p.m.

Motion carried

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Scott Plummer, Vice Chairman

kf

## M I N U T E S

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
April 12, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Finance & Management Director; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

### Others

Present: Ken Mahoney, Board Chair; Ed Garner; Muskegon Area First; Mike Thompson, Egelston Township Supervisor.

### BPW-12-054 - APPROVAL OF AGENDA

Moved by Mr. Fisher, seconded by Mr. Cross, to approve the agenda as presented.

Motion carried

### BPW-12-055 - PRESENTATION - "AN INTEGRATED INDUSTRIAL PARK FOR MUSKEGON COUNTY" BY DR. LARRY BLACKMER, SCOTT DECKER AND JACK KENNEDY

Dr. Blackmer, Mr. Decker and Mr. Kennedy gave the Board their presentation and answered questions from the Board.

Moved by Mr. Snider, seconded by Mr. Derezinski, to encourage the continuance of the planning of this project.

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BPW-12-055 - PRESENTATION - "AN INTEGRATED INDUSTRIAL PARK FOR MUSKEGON COUNTY" BY DR. LARRY BLACKMER, SCOTT DECKER AND JACK KENNEDY

Roll call: Ayes - Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle.

Nays - None.

Motion carried

BPW-12-056 - APPROVAL OF MINUTES

Moved by Mr. Snider, seconded by Mr. Collins, to approve the minutes of the regular meeting held on March 8, 2012, and the minutes of the closed session held on March 8, 2012.

Motion carried

BPW-12-057 - ACCOUNTS PAYABLE

Moved by Mr. Snider, seconded by Mr. Plummer, to approve the Accounts Payable in the total amount of \$124,593.41, as follows:

1. Solid Waste Fund 5710 - \$182.94
2. Regional Water System Fund 5910 - \$124,593.41

Roll call - Ayes - Plummer; Wilkins; Cross; Fisher; Jager; Snider; Engle; Collins.

Nays - None.

Motion carried

Commissioner Derezinski was not in attendance for the vote.

BPW-12-058 - PUBLIC COMMENT ON AN AGENDA ITEM

There were no comments on any agenda items.

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BPW-12-059 - AGREEMENT WITH FIELD TECHNOLOGY SERVICES

Moved by Mr. Fisher, seconded by Mr. Cross, to approve the agreement with Field Technology Services for one year for litter picking services at Solid Waste for a rate of \$14.00/man hour with costs being paid from Solid Waste fund 5710-0526 and authorize the chair to execute the agreement.

Roll call: Ayes - Wilkins; Cross; Fisher; Jager; Snider;  
Derezinski; Engle; Collins; Plummer.

Nays - None.

Motion carried

BPW-12-060 - AWARD PURCHASE OF LITTER SCREENS

Moved by Mr. Cross, seconded by Mr. Snider, to award the purchase of 240 feet of litter screens to Abletech for their bid of \$45,690 with costs being paid from Solid Waste fund 5710-0526.

Roll call: Ayes - Fisher; Jager; Snider; Derezinski; Engle;  
Collins; Plummer; Wilkins; Cross.

Nays - None.

Motion carried

BPW-12-061 - AUTHORIZATION TO BID - PUMP AND HAUL SLUDGE

Moved by Mr. Snider, seconded by Mr. Plummer, to authorize Wastewater staff to advertise for bids to pump and haul the sludge from Cell #2 to the plant's drying beds.

Motion carried

BPW-12-062 - REPAIR WHITE ROAD

Moved by Mr. Derezinski, seconded by Mr. Cross, to adjust the 2012 budget, waive the bidding process and direct staff to work with the Muskegon County Road Commission to repair White Road

Board of Public Works  
April 12, 2012  
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BPW-12-062 - REPAIR WHITE ROAD CONT'D

from the Administration entrance to Swanson Road, in an amount not to exceed \$50,000.

Roll call: Ayes - Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher.

Nays - Jager.

Motion carried

BPW-12-063 - LETTER TO GAMESA

Moved by Mr. Snider, seconded by Mr. Cross, to authorize the Public Works Board Chairman to sign the response letter stating that the Public Works Board agrees to move forward with Gamesa on the Wind Energy Lease and Easement Agreement.

Roll call: Ayes - Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider.

Nays - None.

Motion carried

BPW-12-064 - INFORMATION ITEMS

The following items were presented for information:

1. Public Works Monthly Operations Report, March 2012.
2. Wastewater Monthly Operating Report, March 2012.
3. Muskegon County Regional Water System Policy Board Minutes - March 6, 2012 (draft).

BPW-12-065 - OLD BUSINESS

There was no old business.

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BPW-12-066 - NEW BUSINESS

There was no new business.

BPW-12-067 - PUBLIC COMMENT ON A NEW ITEM

There were no public comments on any new items.

BPW-12-068 - ADJOURN

Moved by Mr. Collins, seconded by Ms. Wilkins, to adjourn the meeting at 4:22 p.m.

Motion carried

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Marvin Engle, Chairman

kf

MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
May 10, 2012

CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

Others

Present: Ken Mahoney, Board Chair; Anthony Longmire, County Commissioner; Mike Thompson, Egelston Township Supervisor; Don Studaven, Blue Lake Township Supervisor; Mohammed Al-Shatel, City of Muskegon; David Kieft, Muskegon Charter Township Supervisor; Kim Arter, Laketon Township Supervisor; Deb Ackerman, Egelston Township Treasurer; Scott Heubler, Chairman, Wastewater Management Committee.

BPW-12-069 - APPROVAL OF AGENDA

Moved by Mr. Cross, seconded by Mr. Snider, to approve the agenda as presented.

Motion carried

BPW-12-070 - APPROVAL OF MINUTES

Moved by Mr. Derezinski, seconded by Ms. Wilkins, to approve the minutes of the meeting held April 12, 2012.

Motion carried

BPW-12-071 - ACCOUNTS PAYABLE

Moved by Mr. Cross, seconded by Mr. Snider, to approve the Accounts Payable in the total amount of \$32,099.42, as follows:

1. Solid Waste Fund 5710 - \$101.21
2. Regional Water System Fund 5910 - \$31,998.21

Roll call: Ayes - Fisher; Jager; Snider; Derezinski; Engle;  
Collins; Plummer; Wilkins; Cross.

Nays - None.

Motion carried

BPW-12-072 - PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

BPW-12-073 - LANDLORD CONSENT FOR AT&T MOBILE

Moved by Mr. Collins, seconded by Mr. Fisher, to approve the Landlord Consent for AT&T Mobility - Fiber/ETTCS Upgrade for their cellular antennae located on the Fruitport Township/City of Norton Shores elevated water storage tank and authorize the Chair to execute the agreement.

Roll call: Ayes - Jager; Snider; Derezinski; Engle; Collins;  
Plummer; Wilkins; Cross; Fisher.

Nays - None.

Motion carried

BPW-12-074 - AWARD PROPOSAL FOR ENGINEERING FOR EXPANSION TO LANDFILL GAS COLLECTION SYSTEM

Moved by Mr. Derezinski, seconded by Mr. Snider, to award the landfill gas system expansion engineering contract (RFQ-12-1961) to Cornerstone Environmental Group, LLC for their quoted price of \$53,813.27 with costs being paid by Solid Waste fund 5710-0526 and authorize the Chairman to execute the agreement.

BPW-12-074 - AWARD PROPOSAL FOR ENGINEERING FOR EXPANSION TO  
LANDFILL GAS COLLECTION SYSTEM CONT'D

Roll call: Ayes - Snider; Derezinski; Engle; Collins; Plummer;  
Wilkins; Cross; Fisher; Jager.

Nays - None.

Motion carried

BPW-12-075 - AGREEMENT WITH FURRIN GROUP

Moved by Mr. Collins, seconded by Mr. Plummer, to approve the Agreement between the County of Muskegon and the Furrin Group, Inc. and authorize the Public Works Board Chairman to sign same.

Moved by Mr. Derezinski, seconded by Mr. Cross, to suspend the rules and allow audience participation on this item.

Motion carried

Mr. Eric Anderson from the Furrin Group addressed the Board of Public Works. Mr. Anderson explained what the Furrin Group is and what the event is about.

Moved by Mr. Derezinski, seconded by Mr. Plummer, to return to the regular agenda.

Motion carried

Roll call: Ayes - Derezinski; Engle; Collins; Plummer; Wilkins;  
Cross; Fisher; Jager; Snider.

Nays - None.

Motion carried

BPW-12-076 - AWARD BIDS - UNIFORMS AND FLOOR MATS

Moved by Mr. Snider, seconded by Ms. Wilkins, to award the bid for Wastewater/Solid Waste "Uniforms and Floor Mats", RFB 12-1985, to Aramark Uniform Services for one year with the option to renew up to two additional years.

BPW-12-076 - AWARD BIDS - UNIFORMS AND FLOOR MATS CONT'D

Roll call: Ayes - Engle; Collins; Plummer; Wilkins; Cross;  
Fisher; Jager; Snider; Derezinski.

Nays - None.

Motion carried

BPW-12-077 - CITY OF MUSKEGON METERING DISPUTE

Moved by Mr. Collins, seconded by Mr. Snider, to authorize Corporate Counsel and the Administrator to contact the City of Muskegon and propose that the metering dispute between the City of Muskegon, the Management Users Committee and the Public Works Board be submitted to binding arbitration, subject to the City of Muskegon signing the master sewer contract before entering into arbitration.

Roll call: Ayes - Collins; Plummer; Wilkins; Cross; Fisher;  
Jager; Snider; Derezinski; Engle.

Nays - None.

Motion carried

BPW-12-078 - AWARD CONTRACT FOR ENGINEERING CONSULTING PROFESSIONAL SERVICES

Moved by Mr. Cross, seconded by Mr. Plummer, to award the contract for "Engineering Consulting Professional Services", per the specifications in RFQ 12-1956 to Prein & Newhof for a three (3) year period, reserving the option to extend such contract for successive three (3) year periods, or portions thereof.

Roll call: Ayes - Plummer; Wilkins; Cross; Fisher; Jager; Snider;  
Derezinski; Engle; Collins.

Nays - None.

Motion carried

BPW-12-079 - DESIGN SERVICES FOR LAKETON TOWNSHIP METERING PROJECT

Moved by Mr. Derezinski, seconded by Mr. Collins, to authorize the Public Works Board Chair to sign a contract with Prein & Newhof to perform the design services for the Laketon Township metering project at a not-to-exceed price of \$28,500, per the agreement.

Moved by Mr. Derezinski, seconded by Mr. Plummer, to suspend the rules and allow audience participation regarding this issue.

Motion carried

Ms. Kim Arter, Laketon Township Supervisor, read into the record a letter from Laketon Township to Mark Eisenbarth, Wastewater Director, regarding the Laketon Township metering project (copy attached).

Moved by Mr. Jager, seconded by Mr. Cross, to return to the regular agenda.

Motion carried

Roll call: Ayes - Wilkins; Cross; Fisher; Jager; Snider;  
Derezinski; Engle; Collins; Plummer.

Nays - None.

Motion carried

BPW-12-080 - PHASE II - RUDDIMAN AREA SEWER REPAIRS

Moved by Mr. Cross, seconded by Mr. Plummer, to authorize the Public Works Board Chair to sign a contract with Prein & Newhof to perform the design services and oversight of installation for Phase II of the Ruddiman Area Sewer repairs at a not-to-exceed price of \$22,300 per the agreement.

Roll call: Ayes - Fisher; Jager; Snider; Derezinski; Engle;  
Collins; Plummer; Wilkins; Cross.

Nays - None.

Motion carried

BPW-12-081 - AUTHORIZATION TO BID - GRAIN CART

Moved by Mr. Derezinski, seconded by Mr. Collins, to authorize Wastewater staff to advertise for bids the budgeted farm grain cart for 2012.

Motion carried

BPW-12-082 - AUTHORIZATION TO BID - MOWER

Moved by Mr. Cross, seconded by Mr. Plummer, to grant Wastewater staff permission to advertise for bids a pull-behind, 20' flex-wing, heavy-duty, rotary mower and use funds from the Equipment Revolving fund to cover the cost.

Motion carried

BPW-12-083 - AUTHORIZATION TO BID - GPS SYSTEM

Moved by Mr. Collins, seconded by Mr. Cross, to grant Wastewater staff permission to advertise for bid the receiver, radio transmitter and display unit.

Motion carried

BPW-12-084 - GAMESA/MUSKEGON WIND, LLC INDEMNIFICATION LETTER

Moved by Mr. Plummer, seconded by Mr. Cross, to adopt the indemnification letter dated April 27, 2012, and authorize the Chair to sign.

Roll call: Ayes - Engle; Collins; Plummer; Wilkins; Cross;  
Fisher; Jager; Snider; Derezinski.

Nays - None.

Motion carried

BPW-12-085 - INFORMATION ITEMS

Moved by Mr. Derezinski, seconded by Mr. Collins, that the following information items be received and placed on file:

BPW-12-085 - INFORMATION ITEMS CONT'D

1. Public Works Monthly Operations Report, April 2012.
2. Wastewater Monthly Operating Report, April 2012.
3. Muskegon County Regional Water System Policy Board Minutes - 4-10-12 (draft).

Motion carried

BPW-12-086 - OLD BUSINESS

Commissioner Derezinski will make sure Mr. Anderson from the Furrin Group gets copies of the County's Visitors Guide.

Commissioner Snider stated he is pleased to see the wind project going forward and commented on pursuing the feasibility of using the shale at the Wastewater Site for gas production.

BPW-12-087 - NEW BUSINESS

There was no new business.

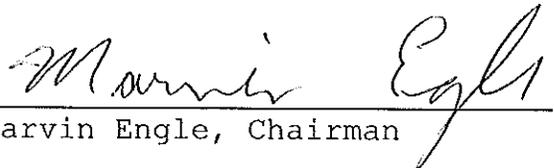
BPW-12-088 - PUBLIC COMMENT ON A NEW ITEM

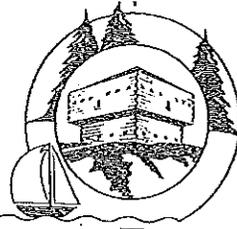
There were no public comments on any new items.

BPW-12-089 - ADJOURN

Moved by Mr. Collins, seconded by Mr. Cross, to adjourn the meeting at 4:10 p.m.

Motion carried

  
Marvin Engle, Chairman



LAKETON TOWNSHIP

May 2, 2012

Mark Eisenbarth  
Director  
Muskegon County Wastewater Management System  
8301 White Rd.  
Muskegon, MI 49442

Dear Mr. Eisenbarth,

Laketon Township is pleased that the engineering is under way for our wastewater metering project. We appreciate Muskegon County Department of Public Works working with us on this project to insure a more accurate method to measure wastewater flow. We feel it will be cost effective for both parties and will ensure that Laketon Township is being accurately and fairly billed for our wastewater services. This will also resolve the issues raised by the "subtraction method" that is currently being used for Laketon Township. We would like to move forward once the meters are installed, and we are on the meter billing system. Therefore, Laketon Township will not be asking the Muskegon County Wastewater Management System to look back at previous billings as to whether they were correct or not and to reimburse the township for any over billings.

Sincerely Yours,

A handwritten signature in cursive script that reads "Kim M. Arter".

Kim M. Arter  
Supervisor  
Laketon Township

## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
June 14, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Doug Hughes, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Ken Mahoney, Board Chairman; Deb Ackerman, Egelston Township Treasurer.

### BPW-12-090 – APPROVAL OF AGENDA

Moved by Mr. Collins, seconded by Mr. Cross, to approve the agenda with the addendum.

Motion carried with Mr. Jager voting “no”

### BPW-12-091 – APPROVAL OF MINUTES

Moved by Mr. Plummer, seconded by Mr. Fisher, to approve the minutes of the meeting held May 10, 2012.

Motion carried

### BPW-12-092 – PUBLIC COMMENT ON AN AGENDA ITEM

Mr. Jim Reilly requested that the addendum item be read to the audience.

BPW-12-093 – AUTHORIZE MICHIGAN CAT TO ACT AS AGENT TO SELL COMPACTOR

Moved by Mr. Cross, seconded by Ms. Wilkins, to authorize Michigan CAT to act as our agent to sell our old 2003 CAT 826G compactor for a fee of 10% of the selling price for a period of 6 months, at which point if the machine has not sold, we can reassess continuing with Michigan CAT or employing a different method, and authorize the Chair to sign the agreement with Michigan CAT. All sale proceeds to go to Solid Waste fund 5710-0526.

Roll call: Ayes – Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher.

Nays – Jager.

Motion carried

BPW-12-094 – UNCOLLECTIBLE DEBTS – SOLID WASTE

Moved by Mr. Derezinski, seconded by Mr. Fisher, to authorize staff to write off uncollectible debt for Solid Waste in the total amount of \$63,145.14 (\$35,680.88 in principal and \$27,464.26 finance charges) from fund 5710-0526.

Roll call: Ayes – Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher; Jager.

Nays – None.

Motion carried

BPW-12-095 – AUTHORIZATION TO BID – ELECTRICAL CABLE

Moved by Mr. Collins, seconded by Mr. Snider, to authorize Wastewater staff to advertise for bids the semi wet and submersible electrical cable, per foot, for 2012 calendar year.

Motion carried

BPW-12-096 – AUTHORIZATION TO BID – CONSTRUCTION HELICOPTER AND CRANE SERVICES

Moved by Mr. Plummer, seconded by Ms. Wilkins, to authorize Wastewater staff to advertise for bids construction helicopter and crane services for the 2012 calendar year.

Motion carried

BPW-12-097 – AWARD BID – RADIANT HEATERS

Moved by Mr. Derezinski, seconded by Mr. Plummer, to award the bid for the “Radiant Heaters” for the Wastewater System to Lascko Plumbing & Mechanical, LLC, in the amount of \$47,942.00 per the specifications in RFB 12-1992.

Roll call: Ayes – Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle.

Nays – None.

Motion carried

BPW-12-098 – AUTHORIZATION TO BID – ROAD SLAG AND ROAD GRAVEL

Chairman Engle read the addendum item.

Moved by Mr. Derezinski, seconded by Mr. Collins, to authorize Wastewater staff to advertise for bids 1,000 tons of road slag and 1,000 tons of road gravel.

Motion carried

BPW-12-099 – INFORMATION ITEMS

The following items were received for information:

1. Public Works Monthly Operations Report, May 2012.
2. Wastewater Monthly Operating Report, May 2012.
3. Muskegon County Regional Water System Policy Board Minutes – May 8, 2012 (draft).
4. Muskegon Municipal Wastewater Management Committee Minutes – May 8, 2012 (draft).

BPW-12-100 – OLD BUSINESS

Commissioner Snider discussed cutting timber at the County Parks.

BPW-12-101 – NEW BUSINESS

There was no new business.

Board of Public Works  
June 14, 2012  
Page Four

BPW-12-102 – PUBLIC COMMENT ON A NEW ITEM

There were no public comments on any new items.

BPW-12-103 – ADJOURN

Moved by Mr. Collins, seconded by Mr. Plummer, to adjourn the meeting at 3:57 p.m.

Motion carried

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Marvin Engle, Chairman

kf

## MINUTES

Board of Public Works  
Special Meeting  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
July 12, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:52 p.m.

### ROLL

Present: Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

Excused: Lewis Collins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Director of Finance and Management; Doug Hughes, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Ken Mahoney, Board Chairman; Commissioner Scolnik; Commissioner Longmire; Mike Shelton, DEQ.

### BPW-12-104 – PRESENTATION – HYDRAULIC FRACTURING IN MICHIGAN BY MIKE SHELTON, GEOLOGIST, OFFICE OF OIL, GAS AND MINERALS, STATE OF MICHIGAN

Mr. Mike Shelton, Geologist, Office Oil, Gas and Minerals, State of Michigan, gave a presentation to the Board of Public Works regarding hydraulic fracturing in Michigan and answered questions from the Board regarding same.

### BPW-12-105 – ADJOURN

Moved by Mr. Fisher, seconded by Mr. Cross, to adjourn the meeting at 4:55 P.M.

Motion carried

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Marvin Engle, Chairman

kf



## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
July 19, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; Marvin Engle; Alan Jager; Scott Plummer; I. John Snider.

Excused: James Derezinski; David Fisher; Rillastine Wilkins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Heath Kaplan, Director of Finance & Management; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Rob Zbiciak, MDEQ; Brenda Moore, Mona Lake Watershed; Chuck Krepps, Moorland Township Supervisor; Mike Thompson, Egelston Township Supervisor; David Kieft, Jr., Muskegon Charter Township Supervisor; Commissioner Scolnik.

### BPW-12-106 – APPROVAL OF AGENDA

Moved by Mr. Plummer, seconded by Mr. Cross, to approve the agenda with the removal of item E-2 "Revised Second Amendment to Site Lease for AT&T".

Motion carried

### BPW-12-107 – APPROVAL OF MINUTES

Moved by Mr. Snider, seconded by Mr. Plummer, to approve the minutes of the regular meeting held June 14, 2012, and the special meeting held July 12, 2012.

Motion carried

Board of Public Works  
July 19, 2012  
Page Two

BPW-12-108 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

BPW-12-109 – AUTHORIZATION TO BID – CONSTRUCTION OF GAS SYSTEM EXPANSION IN LANDFILL CELLS

Moved by Mr. Cross, seconded by Mr. Collins, to authorize staff to bid the construction of gas system expansion in the landfill cells at Solid Waste with costs being paid from Solid Waste fund 5710-0526.

Roll call: Ayes – Snider; Engle; Collins; Plummer; Cross; Jager.

Nays – None.

Motion carried

BPW-12-110 – AUTHORIZATION TO BID – GPS

Moved by Mr. Plummer, seconded by Mr. Snider, to authorize staff to solicit bids for the purchase of a GPS system for the compactors and dozer at Solid Waste with costs being paid by Solid Waste fund 5710-0526.

Motion carried

BPW-12-111 – PERMISSION TO SEND LETTER TO MDEQ – MOSQUITO CREEK

Moved by Mr. Collins, seconded by Mr. Cross, to authorize staff to send a letter to MDEQ asking them to perform a stream impact evaluation on Mosquito Creek based on our discharge flows.

Motion carried

BPW-12-112 – REJECT BIDS – RUDDIMAN CREEK INTERCEPTOR REHABILITATION PHASE II PROJECT

Moved by Mr. Cross, seconded by Mr. Plummer, to reject all bids received for the Ruddiman Creek Interceptor Rehabilitation Phase II project, per the specifications in RFB 12-2002.

BPW-12-112 – REJECT BIDS – RUDDIMAN CREEK INTERCEPTOR REHABILITATION PHASE II PROJECT  
CONT'D

Roll call: Ayes – Plummer; Cross; Jager; Snider; Engle; Collins.

Nays – None.

Motion carried

BPW-12-113 – AUTHORIZATION TO HIRE FOUR SEASONAL OPERATORS

Moved by Mr. Snider, seconded by Mr. Cross, to authorize staff to proceed with hiring four Seasonal Operators instead of filling 2 full-time Irrigation Operator positions at an hourly rate of \$14.57, Range WW00060.

Roll call: Ayes – Cross; Jager; Snider; Engle; Collins; Plummer.

Nays – None.

Motion carried

BPW-12-114 – MARSH PROJECT ON WASTEWATER SITE

Moved by Mr. Collins, seconded by Mr. Plummer, to authorize the Drain Commissioner to submit alternative #4 (southern route) as the new route for the drain in field 51 and authorize the appropriate easements to the drain district, contingent upon EPA approval of the alternate route.

Moved by Mr. Cross, seconded by Mr. Plummer to suspend the rules and allow audience participation on this issue.

Roll call: Ayes – Engle; Collins; Plummer; Cross; Jager; Snider.

Nays – None.

Motion carried

Mr. Rob Zbiciak, MDEQ, gave the Board of Public Works a brief summary of the marsh project.

BPW-12-114 – MARSH PROJECT ON WASTEWATER SITE CONT'D

Mr. Chuck Krepps, Moorland Township Supervisor, addressed the Board of Public Works regarding the marsh project. He stated it is important to the community to go forward with this project.

Ms. Brenda Moore, Mona Lake Watershed, addressed the Board of Public Works regarding the marsh project. She thanked County staff for their hard work on this project.

Moved by Mr. Plummer, seconded by Mr. Snider, to return to the regular agenda.

Motion carried

Following discussion, Mr. Collins withdrew his motion and Mr. Plummer withdrew his support.

Moved by Mr. Snider, seconded by Mr. Jager, to agree with the concept of alternative #4, allow staff time to answer the questions raised by the Wastewater Management Committee regarding the project and bring the issue back to the Board of Public Works at a special meeting on July 31, 2012.

Roll call: Ayes – Jager; Snider; Engle; Collins; Plummer; Cross.

Nays – None.

Motion carried

BPW-12-115 – INFORMATION ITEMS

Moved by Mr. Collins, seconded by Mr. Cross, that the following information items be received and placed on file:

1. Public Works Monthly Operations Report, June 2012.
2. Wastewater Monthly Operating Report, June 2012.

Motion carried

BPW-12-116 – OLD BUSINESS

There was no old business.

BPW-12-117 – NEW BUSINESS

There was no new business.

BPW-12-118 – PUBLIC COMMENT ON A NEW ITEM

Mr. Roger Nye, 1495 Westwood Circle, addressed the Board of Public Works. Mr. Nye stated he is associated with Occupy Muskegon and the Tea Party and they are interested in understanding and learning how county government works.

Mr. David Kieft, Jr., Muskegon Charter Township Supervisor, and Chairman of the Muskegon County Regional Water System Policy Board, addressed the Board of Public Works. Mr. Kieft stated a meeting was held with some members of the Water Policy Board members without his knowledge regarding the water purchase agreement with the City of Muskegon and he would like some information on that meeting. John Warner and Commissioner Snider were also in attendance at the meeting. Mr. Warner and Commissioner Snider will discuss this issue with Mr. Kieft after the Public Works Board meeting.

BPW-12-119 – ADJOURN

Moved by Mr. Collins, seconded by Mr. Plummer, to adjourn the meeting at 4:08 p.m.

Motion carried

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Marvin Engle, Chairman



## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
August 9, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Heath Kaplan, Director of Finance & Management; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Attorney Dave Bossenbroek; David Kieft, Jr., Muskegon Charter Township Supervisor; Kim Arter, Laketon Township Supervisor; Susie Hughes; Commissioner Longmire.

### BPW-12-124 – APPROVAL OF AGENDA

Moved by Mr. Collins, seconded by Mr. Derezinski, to approve the agenda as presented.

Motion carried

### BPW-12-125 – APPROVAL OF MINUTES

Moved by Mr. Cross, seconded by Mr. Plummer, to approve the minutes of the meeting held July 19, 2012.

Motion carried

Board of Public Works  
August 9, 2012  
Page Two

BPW-12-126 – PUBLIC COMMENT ON AN AGENDA ITEM

Mayor Darrell Paige, 543 Overbrook, City of Muskegon Heights, addressed the Board of Public Works. Mayor Paige was concerned that the City of Muskegon Heights was not aware of the Water Purchase Agreement.

BPW-12-127 – WATER PURCHASE AGREEMENT

Moved by Mr. Collins, seconded by Mr. Fisher, to approve the attached 40 year agreement between the County Regional Water System, North Muskegon and Roosevelt Park and the City of Muskegon.

Commissioner Jager requested a roll call vote on this issue. Commissioner Jager stated he is concerned that there is no opt out clause in the agreement. Commissioner Jager also stated a meeting was held with some members of the Water Policy Board and the Muskegon Charter Township Supervisor, who is also the Chair of the Water Policy Board, was not invited to this meeting. Commissioner Jager stated even though this was a legal meeting it was not ethical to not invite the Chair of the Water System Policy Board. Commissioner Jager encouraged the Board to vote "no" on this agreement.

Discussion followed.

Roll call: Ayes – Fisher; Snider; Derezinski; Engle; Collins; Plummer; Cross.

Nays – Jager; Wilkins.

Motion carried

BPW-12-128 – PURCHASE PROPERTY FROM NORTHWAY LANES

Moved by Mr. Collins, seconded by Mr. Snider, to approve the purchase of a 30' x 120' parcel of property from Northway Lanes (Marshall, Inc.) for the sum of \$9,000 plus closing fees with funds coming from the Regional Water System fund 5910.

Roll call: Ayes – Jager; Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher.

Nays – None.

Motion carried

Board of Public Works  
August 9, 2012  
Page Three

BPW-12-129 – AGREEMENT FOR ALTERNATIVE DAILY COVER WITH RRC

Moved by Mr. Snider, seconded by Mr. Fisher, to approve the attached 10 year Agreement for Daily Cover with Resource Recovery Corporation which allows them to dispose of suitable foundry sand to be used as daily cover at Solid Waste for \$2.50/ton for a period of up to ten years and authorize the Chair to execute the agreement.

Roll call: Ayes – Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher; Jager.

Nays – None.

Motion carried

BPW-12-130 – iPCS WIRELESS MODIFICATIONS – FRUITPORT TOWNSHIP WATER TANK

Moved by Mr. Derezinski, seconded by Mr. Cross, to approve iPCS Wireless (Sprint) request to make modifications to their facilities located on the Fruitport Township elevated water storage tank contingent upon approval by both Fruitport Township and Norton Shores and authorize the Chair to execute the document.

Roll call: Ayes – Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider.

Nays – None.

Motion carried

BPW-12-131 – PERMISSION TO BID – GRID SAMPLING AND SOIL TESTING

Moved by Mr. Derezinski, seconded by Mr. Plummer, to grant Wastewater staff permission to advertise for bids grid sampling and soil testing for agricultural ground at the Wastewater Management System.

Motion carried

BPW-12-132 – ADOPT 2012 WASTEWATER ARCHERY DEER HUNTING AND TRAPPING RULES & AUTHORIZE DNR WATERFOWL HUNT AND SPRING YOUTH TURKEY HUNT

Moved by Mr. Cross, seconded by Mr. Plummer, to adopt the 2012 Wastewater archery deer hunting and trapping rules and authorize the DNR waterfowl hunt and the spring youth turkey hunt.

Motion carried

BPW-12-133 – AWARD BID – ELECTRICAL CONDUIT, WIRE & CABLE

Moved by Mr. Plummer, seconded by Mr. Snider, to award the bid for the “Electrical Conduit, Wire & Cable” for the Wastewater System to WESCO, per the specifications in RFB 12-2011.

Roll call: Ayes – Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle; Collins.

Nays – None.

Motion carried

BPW-12-134 – AUTHORIZATION TO PROCEED WITH HIRING FOUR TEMPORARY OPERATORS

Moved by Mr. Derezinski, seconded by Mr. Snider, to authorize staff to proceed with hiring four Temporary Operators, instead of filling 2 full-time Irrigation Operator positions, at an hourly rate of \$14.57, Range 60.

Roll call: Ayes – Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle; Collins; Plummer.

Nays - None.

Motion carried

BPW-12-135 – INFORMATION ITEMS

The following items were presented for information:

1. Public Works Monthly Operations Report, July 2012.
2. Wastewater Monthly Operating Report, July 2012.
3. Muskegon County Regional Water System Policy Board Minutes – July 17, 2012 (draft).

BPW-12-136 – OLD BUSINESS

There was no old business.

Board of Public Works  
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BPW-12-137 – NEW BUSINESS

There was no new business.

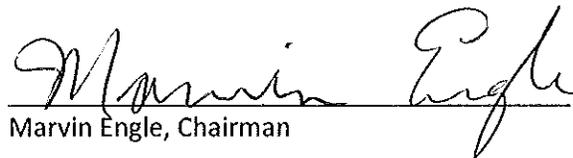
BPW-12-138 – PUBLIC COMMENT ON A NEW ITEM

There were no public comments on any new items.

BPW-12-139 – ADJOURN

Moved by Mr. Collins, seconded by Ms. Wilkins, to adjourn the meeting at 4:02 p.m.

Motion carried

  
Marvin Engle, Chairman

kf

## AGREEMENT FOR MUNICIPAL WATER SUPPLY

This Agreement is effective on March 1, 2012, between the City of Muskegon, 933 Terrace Street, Muskegon, MI ("Muskegon"), the City of North Muskegon, 1502 Ruddiman Dr. North Muskegon, MI ("North Muskegon"), the City of Roosevelt Park, 900 Oakridge Road, Roosevelt Park, MI ("Roosevelt Park") and the County of Muskegon by and through its Board of Public Works, 990 Terrace St. Muskegon, MI ("County"). North Muskegon, Roosevelt Park and County are referred to herein as "Buyers" or collectively as "Buyer".

### RECITALS

- A. Muskegon owns and operates a water production and distribution system with a capacity currently capable of serving the present customers of Muskegon's system and the estimated number of water customers to be served by the Buyers pursuant to this agreement.
- B. North Muskegon and Roosevelt Park each own and operate water distribution systems within their respective corporate boundaries. The County, pursuant to a Management Contract authorized by 1957 PA 185, MCL 132.731 *et seq.*, operates the Muskegon County Regional Water System within the Townships of Dalton, Fruitland, Laketon and Muskegon. The Management Contract provides that the Regional Water System is the exclusive supplier of municipal water within each township.
- C. The Buyers presently have separate contracts with Muskegon for water supply and the Parties now desire to enter into a single agreement for Muskegon to supply water to Buyers at a uniform rate.
- D. The parties enter into this agreement for the mutual benefit of Muskegon and Buyers.

### THE PARTIES AGREE AS FOLLOWS:

1. **Supply of Water.** Muskegon shall sell, supply and deliver to Buyers, under positive pressure, such amounts of water as Buyers may require. The water shall be delivered to each Buyer at a master meter or meters used to measure the quantity delivered. The water shall have the same quality as that which Muskegon furnishes and delivers to its own customers and at a minimum meets the applicable purity standards of the State of Michigan, Department of Environmental Quality.
2. **Interruptions.** In the event the supply of water by Muskegon is interrupted for short periods of time, due to circumstances beyond its control, or due to breakdown in

Muskegon's system, such interruption shall not terminate or affect this contract, provided Muskegon exercises all due speed and diligence in eliminating the cause of such interruption, so as to minimize its duration.

3. Rates For Water Supply. The water supplied by Muskegon shall be paid for by each Buyer at a rate of 1.25 times the rate Muskegon charges a majority of its own commercial/industrial/residential customers within its corporate limits. The charges for water supply shall be determined using the metered volume of water supplied to each Buyer.

3.1 Muskegon reserves the right to increase its rates to its own customers for water service, and in such event, Buyer's rate shall increase at 1.25 times the increase charged Muskegon's customers.

3.2 Any rate increase shall not be effective, unless otherwise agreed, until Muskegon has given Buyers 90 days written notice thereof.

3.3 In the event any of the master meters fail to register the supply of water due to a breakdown or other failure, the charge for the water supply shall be determined by utilizing the average of the 30 day period prior to the breakdown. In the event the said measure is inaccurate because of a progressive breakdown or other reason, Muskegon reserves the right to use an average derived from a period of up to one year prior to the breakdown, in order to determine the charge for water supplied that meter.

3.4 The current water rate-setting methodology employed by the City of Muskegon does not include a ready-to-serve (RTS) component. Should the City opt to return to a rate format that includes a RTS charge, the Parties may negotiate a new rate multiplier.

3.5 The Parties may renegotiate the rate if Muskegon secures a substantial new municipal water customer (municipality). Muskegon may agree to sell water from its distribution system to any person or entity (including any municipal corporation or authority) outside Muskegon at a lesser rate than that payable hereunder, unless Buyer gives Muskegon written notice of unanimous disapproval within 90 days of receipt of a copy of the proposed agreement. In no event shall Muskegon sell water for less than Muskegon's cost to produce and pump finished water.

4. Term. This agreement has a term of Forty Years from the effective date, through \_\_\_\_\_, 2052. However, this agreement can be renegotiated if a regional water agreement is reached and Muskegon and Buyers agree to participate in same.

5. Muskegon the Sole Source of Water; No Resale. Buyers agree that they shall purchase all of their municipal water supply from Muskegon, delivered through master meters to each Buyer. There shall be no purchase of water by Buyers for their municipal systems from any other source, and the water supply furnished by Muskegon shall be solely for consumption within the systems of Buyers. Buyers shall not sell or supply

water to any other governmental unit not a Party to this agreement, except service to government facilities located within Buyer's system. Buyers shall not, however, be prohibited from expansion of their systems to other geographical areas such as Egelston and Moorland Townships, provided Muskegon's facilities can supply the required quantity of water.

## 6. Obligations of Muskegon.

6.1 Muskegon shall supply water to each Buyer in the quantities required and bill each Buyer for the amount actually metered, which readings will be provided to Buyer and verified upon request.

6.2 Muskegon shall maintain and replace the master meters as required, and shall charge the expense thereof to Buyer in addition to the water charges. Meter replacement shall be done by prior agreement or if meter accuracy is demonstrated to be outside the AWWA standard of +/- 2%. The cost of meter testing and/or calibration shall be shared equally by Muskegon and Buyer.

## 7. Obligations of Buyers.

7.1 Each Buyer shall pay the water charges set forth above promptly on a schedule to be determined by the Parties.

7.2 Each Buyer shall pay all costs for construction, design and improvement of its own system, meters and facilities such as, but not limited to, underground systems, overhead facilities, system pumps, meters, access and repair devices, all necessary to operate its water system or to increase its pressure over that supplied by Muskegon.

7.3 Each Buyer shall include in each system all necessary devices to prevent back flow of any kind into the water system which might contaminate the water system of either Party.

7.4 Each Buyer shall reimburse Muskegon as appropriate for the repair, maintenance and replacement of the master meters as referred to above.

7.5 Each Buyer shall be responsible for the maintenance, repair, and replacement of its own water system unless otherwise provided for through a separate agreement.

7.6 Each Buyer shall administer its own water customer services including billings, collections, determining its customer rates and passing any ordinances and regulations required to operate its system and comply with this agreement.

7.7 Each Buyer shall save and hold Muskegon harmless from any and all claims, demands or damages arising out of the design, construction or operation of the Buyer's systems, the master meter(s), any connections between the Parties' systems,

including but not limited to all damages, costs, attorney fees, laboratory expenses, fines, penalties, or any other expense arising out of any such claim.

8. **System Master Plan and Reliability.** The Parties understand and agree that the physical and financial health, reliability and growth of the entire system are directly related to that of the individual systems. Periodic reliability studies are also required as a condition of system licensing by the State of Michigan. To that end the Parties commissioned a *Water System Master Plan and Reliability Study* by Black and Veatch Corporation which was submitted to the Parties in March 2011. In addition to a detailed system analysis, the Study makes specific recommendations for system improvements and regional system planning. The Parties agree to jointly discuss and consider implementing the recommendations of the current and future Reliability Studies.

9. **No Third Party Beneficiary.** There shall be no other beneficiary or third party beneficiary to this agreement. No remedy is provided or intended by this agreement for the customers of any Party.

10. **Assignment.** This contract may not be assigned to another entity by any Party without prior written consent.

11. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to its subject matter. This Agreement supersedes and/or replaces all prior oral or written Agreements between the Parties, and specifically, on its effective date, this Agreement terminates and replaces the following Agreements and Contracts:

- A. Agreement for Municipal Water Supply effective March 1, 2012, between the City of Muskegon and the City of Roosevelt Park.
- B. Agreement for Municipal Water Supply effective June 26, 2001, between the City of Muskegon and the City of North Muskegon.
- C. Water Purchase Contract effective October 7, 1981, between the City of Muskegon and the County of Muskegon.
- D. Water Purchase Contract effective April 22, 2003, between the City of Muskegon and the Charter Township of Muskegon assigned to the County of Muskegon.

12. **Severability.** In the event any provision of this agreement is determined to be invalid by any court or tribunal having jurisdiction, the balance of the agreement shall remain in full force and effect.

13. **Law Applicable.** This agreement shall be interpreted under Michigan Law.

14. **Notice.** Any notice required to be given or made to a Party must be in writing and will be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed to the Party at its address stated above. Addresses for giving notice may be changed by giving notice of the new address.

15. Approvals. This agreement shall be effective on the date above, but only after approvals given by the governing body of each Party.

AGREEMENT FOR ALTERNATIVE DAILY COVER

This Agreement is entered into by and between Resource Recovery Corporation of West Michigan ("RRC"), of 15220 68th Avenue, Coopersville, Michigan, and the County of Muskegon ("County"), of 990 Terrace St., Muskegon, Michigan, for providing the Muskegon County Solid Waste Management System (Landfill) with suitable alternate daily cover ("ADC") material, as defined in section (1) and (3) below. The parties agree as follows:

- (1) RRC shall provide to the Landfill, at its site at 9366 E. Apple Avenue, Ravenna, Michigan, approximately 500 tons of ADC material per week to be deposited at the location(s) the Landfill specifies. The material shall be foundry sand, shall generally not contain molded sand greater than four (4) inches in any direction, unless such sand will break down under normal depositing and spreading operations, and shall not contain other waste debris other than a material that qualifies as an ADC as defined in Section (3) below (collectively, "Suitable ADC"). Should the Landfill be unable to utilize the aforementioned molded sand, or should the material not break down under Landfill normal operating procedures, RRC shall endeavor to eliminate that component from the Suitable ADC upon 30 days notice from Landfill. If the Landfill requires additional material for special projects or other needs, RRC shall provide up to 1,500 tons of Suitable ADC per week. The total amount RRC provides shall only be limited by the amount of Suitable ADC available from RRC member and RRC authorized non-member foundries and the processed stockpile available at the RRC yard. If a sufficient amount of Suitable ADC is not available, RRC's failure to provide the

amounts specified above shall not be considered to be a breach of this Agreement.

The Landfill reserves the right to limit Suitable ADC receipts under this Agreement should business or regulatory conditions warrant a reduction in foundry sand use as an ADC. Only foundry sand approved by the Michigan Department of Environmental Quality as an ADC as provided in Section (3) below may be transported to and disposed of at the Landfill under this Agreement.

- (2) In exchange for supplying the landfill with 500 tons of Suitable ADC weekly and up to 1,500 tons weekly for special projects or other needs, the Landfill shall grant RRC with exclusive rights to provide foundry sand for Suitable ADC use during the term of this Agreement. This exclusive right shall not apply to disposal of foundry sand or residuals as waste at normal gate rates. Further, it shall not restrict the Landfill from utilizing other ADC materials that are deemed better than foundry sand for primary use during the course of this Agreement.
- (3) RRC agrees that it will not bring any material to the Muskegon County Solid Waste Management System other than material that meets the standards for management in a Type II Landfill pursuant to Part 115 of Act 451, Public Acts of Michigan 1994 ("Part 115") and regulations promulgated pursuant to Part 115, or meets the criteria listed in MDEQ Operational Memorandum 10, Revision 2. Furthermore, RRC will provide Landfill with the necessary sieve analysis or analytical information required for ADC under the MDEQ Operational Memorandum 10, Revision 2, and applicable Landfill operating license conditions.

- (4) Only Suitable ADC from counties that have within their Solid Waste Management Plans required by Part 115 reciprocal export/import authorizations with Muskegon County can be transported to and disposed of at the Landfill under this Agreement.
- (5) The County shall charge RRC a discounted tipping fee of \$2.50 per ton of Suitable ADC transported to and disposed of at the Landfill. Such tipping fee may be amended by providing notice to RRC thirty (30) days prior to the expiration of the then current one (1) year term.
- (6) RRC agrees to exonerate, save harmless, protect and indemnify County from and against any and all loss, damages, claims, suits, actions, judgments and costs, which may arise or grow out of any actions or omissions caused by RRC officers, employees, or agents under this Agreement.
- (7) The County agrees to exonerate, save harmless, protect and indemnify RRC from and against any and all loss, damages, claims, suits, actions, judgments and costs, which may arise or grow out of any actions or omissions caused by County officers, employees, or agents under this Agreement.
- (8) The term of this Agreement shall be from 9 August 2012 to 9 August 2013. This Agreement shall be automatically renewed on 9 August of each subsequent year, up to ten (10) additional years, unless cancelled by one of the signatories in writing no later than thirty (30) days prior to the automatic renewal date.
- (9) In addition to recovering damages, the prevailing party in a lawsuit for a breach of this Agreement shall be entitled to all reasonable costs and fees, including attorney expenses.

(10) This Agreement may be terminated by either party with or without cause by providing sixty (60) days written notice to the other party.

COUNTY OF MUSKEGON  
BOARD OF PUBLIC WORKS

RESOURCE RECOVERY  
CORPORATION OF WEST MICHIGAN

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By: Marvin Engle, Chairman  
Board of Public Works



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By: Michael Lenahan  
President

## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
September 13, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Director of Finance & Management; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Chairman Mahoney; Commissioner Longmire; Susie Hughes.

### BPW-12-144 – APPROVAL OF AGENDA

Moved by Mr. Plummer, seconded by Mr. Cross, to approve the agenda as presented.

Motion carried

### BPW-12-145 – APPROVAL OF MINUTES

Moved by Mr. Derezinski, seconded by Ms. Wilkins, to approve the minutes of the special meeting held July 31, 2012, the regular meeting held August 9, 2012, and the special meeting held August 21, 2012.

Motion carried

### BPW-12-146 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

Board of Public Works  
September 13, 2012  
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BPW-12-147 – DIXON ENGINEERING PROPOSAL

Moved by Mr. Fisher, seconded by Mr. Collins, to approve the attached proposal from Dixon Engineering for the 1-year warranty inspection of the interior coating on the Evanston Avenue elevated water storage tank for their proposed cost of \$1,795.00 with all costs being paid by the Regional Water System fund 5910-0552 and authorize the Chair to execute the agreement.

Roll call: Ayes – Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider.

Nays – None.

Motion carried

BPW-12-148 – AWARD SOIL GRID SAMPLING

Moved by Mr. Cross, seconded by Mr. Plummer, to award the bid for the "Soil Grid Sampling" for the Wastewater System to Wilbur-Ellis Company in the amount of \$7.99/acre, per the specifications in RFB 12-2028.

Roll call: Ayes – Engle; Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski.

Nays – None.

Motion carried

BPW-12-149 – AWARD ROAD GRAVEL AND SLAG

Moved by Mr. Cross, seconded by Mr. Snider, to award the bid for the "Road Gravel and Road Slag" for the Wastewater System to Yellow Rose Transport, Inc. for the 23A Road Gravel at \$7.30 per ton for a total of \$14,600 for 2000 tons and reject all bids on the 23A and 22A Road Slag.

Roll call: Ayes – Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle.

Nays – None.

Motion carried

BPW-12-150 – AWARD LAKETON METER PROJECT

Moved by Mr. Derezynski, seconded by Mr. Cross, to award the bid for the “Laketon Township Sanitary Sewer & Meter Station” for the Wastewater System to Jackson-Merkey Contractor, Inc. in the amount of \$212,235.00, per the specifications in RFB 12-2012, contingent on the approval of the 2013 budget.

Roll call: Ayes – Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezynski; Engle; Collins.

Nays – None.

Motion carried

BPW-12-151 – APPROVE PREIN & NEWHOF – CONSTRUCTION ENGINEERING FOR METER PROJECT

Moved by Mr. Plummer, seconded by Ms. Wilkins, to authorize the Public Works Board Chair to sign a contract with Prein & Newhof to perform the oversight of installation of the Laketon Township Sanitary & Meter Installation at a not-to-exceed price of \$15,500, per the attached agreement, contingent upon the approval of the FY 2013 budget.

Roll call: Ayes – Wilkins; Cross; Fisher; Jager; Snider; Derezynski; Engle; Collins; Plummer.

Nays – None.

Motion carried

BPW-12-152 – PRESENTATION – 2013 WASTEWATER BUDGET

Mark Eisenbarth gave the Board a summary of the 2013 Wastewater Budget.

BPW-12-153 – INFORMATION ITEMS

Moved by Mr. Collins, seconded by Mr. Cross, that the following information items be received and placed on file:

1. Public Works Monthly Operations Report, August 2012.
2. Wastewater Monthly Operating Report, August 2012.
3. Muskegon County Regional Water System Policy Board Minutes – August 7, 2012 (draft).

BPW-12-153 – INFORMATION ITEMS CONT'D

4. Muskegon Municipal Wastewater Management Committee Minutes – August 16, 2012 (draft).

Motion carried

BPW-12-154 – OLD BUSINESS

There was no old business.

BPW-12-155 – NEW BUSINESS

There will be a special Public Works Board Meeting on September 20, 2012.

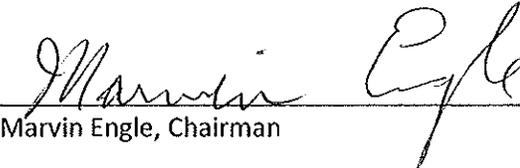
BPW-12-156 – PUBLIC COMMENT ON A NEW ITEM

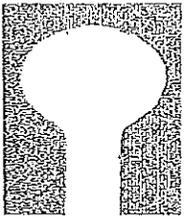
There were no public comments on any new items.

BPW-12-157 – ADJOURN

Moved by Ms. Wilkins, seconded by Mr. Plummer, to adjourn the meeting at 4:14 p.m.

Motion carried

  
Marvin Engle, Chairman



**DIXON**

ENGINEERING AND  
INSPECTION SERVICES  
FOR THE COATING INDUSTRY

1104 Third Avenue  
Lake Odessa, MI 48849  
Telephone 1-616-374/3223  
Fax 1-616-374/7116

**Proposal/Contract Agreement  
for Elevated Water Storage Tank  
500,000 Gallon Double Ellipse, (Evanston Tank), #22-61-06-04**

The agreement is between Dixon Engineering, Inc. (DIXON) and the Muskegon County, Muskegon, Michigan (OWNER) to contract with DIXON for technical services for the 500,000 Gallon Double Ellipse (Project). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

**1.01 BASIC AGREEMENT**

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed) fee of One Thousand, Seven Hundred and Ninety-Five dollars (\$1,795.00). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

**2.01 SCOPE OF SERVICES**

Warranty Inspection per Schedule A

**3.01 SIGNATURES**

Ira M. Gabin, P.E., Vice President  
PROPOSED by DIXON (Not a contract until approved by an officer)

July 11, 2012  
PROPOSAL DATE

\_\_\_\_\_  
CONTRACT APPROVED by OWNER                      POSITION                      DATE

\_\_\_\_\_  
CO SIGNATURE (if required)                      POSITION                      DATE

\_\_\_\_\_  
CONTRACT APPROVED by DIXON OFFICER                      EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are Requested and Authorized by the OWNER which 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  
*One Year Warranty Inspection*  
*500,000 Gallon Double Ellipse, (Evanston), #22-61-06-04*  
*Muskegon, Michigan*

I Warranty Inspection:

A. Scope of Services Performed by Owner:

1. Drain the water storage tank (hereinafter referred to as tank) prior to the arrival of DIXON. (Arrival time to be mutually agreed upon by the Owner and DIXON.)
2. 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.
3. Remove from site, mud, cathodic rods, or paraphernalia removed from the tank, if necessary.
4. Perform bacteriological testing prior to returning tank to service.

B. Scope of Services Performed by DIXON:

1. Flush the interior tank surfaces with high pressure water to remove all mud and silt from painted surfaces, and perform rough adhesion test.
2. Inspect interior surfaces for deterioration of coating, if any. Quantify all findings for presentation to Contractor.
3. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages.
4. Prepare and submit a letter report (2 copies) detailing condition of items inspected, and recommendations concerning the above work, if any, and recommendations for the next maintenance inspection.
5. 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.

SCHEDULE B  
*One Year Warranty Inspection*  
*500,000 Gallon Double Ellipse, (Evanston), #22-61-06-04*  
*Muskegon, Michigan*

1. DIXON's fee for Schedule A, Item 1 of Scope of Services Performed by the Professional 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 cleaning of the tank. DIXON will supply personnel based on the anticipated work and time.
2. Fee for Schedule A, Items 2 through 4, travel time and preparation of the report is a fixed fee item of \$1,350.
3. The fee for furnishing and applying the chlorine, Schedule A, Item 5, shall be the fixed fee of \$95.
4. All DIXON service invoices which are paid within ten (10) days of date of issue shall be discounted (Owner's favor) one percent (1%).
5. 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, .....	\$105 per diem <i>(may be increased based on location)</i>	\$95 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, 2013

Revised 05/08

AGREEMENT FOR SERVICES OF INDEPENDENT ENGINEER BETWEEN  
THE COUNTY OF MUSKEGON PUBLIC WORKS BOARD  
AND PREIN & NEWHOF, INC.  
CONSTRUCTION ENGINEERING FOR  
LAKETON TOWNSHIP METERING STATION

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon Public Works Board, a political subdivision of the State of Michigan (hereinafter referred to as "County"), having its principal place of business at 8301 White Road, Muskegon, Michigan 49442, and Prein & Newhof, Inc., having its principal place of business at 3355 Evergreen Drive, Grand Rapids, Michigan 49525 (hereinafter referred to as "Engineer") wherein Engineer agrees to provide and County agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Chairman or the Vice-Chairman of the Muskegon County Public Works Board at phone number 231-724-6520 is the representative of County and will administer this Agreement for and on behalf of County. Michael S. Fuller at phone number 616-364-8491 is the authorized representative for Engineer. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To County: Chairman or Vice-Chairman  
Muskegon County Board of Public Works  
8301 White Road  
Muskegon, MI 49442

To Engineer: Michael S. Fuller, Vice President  
Prein & Newhof, Inc.  
3355 Evergreen Drive  
Grand Rapids, MI 49525

or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICES. Engineer agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Engineer shall commence performance on September 15, 2012 and end performance upon completion, but no later than December 28, 2012, unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF ENGINEER. Engineer shall be paid for performance under this Agreement in accordance with the terms of Exhibit A. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above following completion of the increments identified on Exhibit A. Unless otherwise specified on Exhibit A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT ENGINEER. Engineer shall perform all of its services under this Agreement as an independent Engineer and not as an employee of County. Engineer understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Engineer represent that Engineer has the skills, expertise, and licenses necessary to perform the services required under this Agreement. Engineer shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Engineer is engaged. All documents/data of whatsoever nature, which Engineer delivers to County pursuant to this Agreement, shall conform to the standards of quality normally observed by a person practicing in Engineer=s profession. Engineer shall correct or revise any errors or omissions, at County=s request without additional compensation. Permits and/or licenses shall be obtained and maintained by Engineer without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Engineer=s behalf, and should County be required to do so by State, Federal, or local taxing agencies, Engineer agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker=s compensation insurance.

9. CONFLICT OF INTEREST. Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Engineer.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Engineer in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Engineer, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Engineer agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Engineer shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied. 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Engineer shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

Notwithstanding the above, Engineer shall have a license to use the concepts and principles embodied in the drawings and documents for use in future projects.

12. RECORDS, AUDIT, AND REVIEW. Engineer shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Engineer's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Engineer's regular business hours or upon reasonable notice.

13. INDEMNIFICATION: To the fullest extent permitted by law, Engineer shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, to the extent caused by Engineer's

negligence, from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom, on account of, relating to, or arising out of bodily injury or death of any person, or on account of advertising injury, or on account of damage to property, including loss of use thereof. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of Engineer, its sub-consultants, or the joint negligence of Engineer and its sub-consultants, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. INSURANCE. Engineer is required to provide proof of the minimum levels of insurance coverage as indicated by the attached Exhibit C. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Engineer's performance of services under the terms of this Agreement, whether such services are performed by the Engineer, or by any sub-consultant, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The insurance shall be written for not less than the minimum coverage specified in Exhibit C or as required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE ENGINEER'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVERAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL INSURED ON ENGINEER'S COMMERCIAL GENERAL LIABILITY POLICY. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

If a motor vehicle is used to provide services or products under this Agreement, the Engineer must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Engineer's business for bodily injury and property damage as required by law.

15. NONDISCRIMINATION. The Engineer assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), the Michigan Civil Rights Act (1976, P.A. 453), and the Michigan Constitution, no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Engineer.

16. NONEXCLUSIVE AGREEMENT. Engineer understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Engineer as the County desires.

17. ASSIGNMENT. Engineer 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.

18. TERMINATION.

A. By County. County may, by written notice to Engineer, terminate this Agreement in whole or in part at any time, whether for County=s convenience or because of the failure of Engineer to fulfill the obligations herein. Upon receipt of notice, Engineer shall immediately discontinue all services (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Engineer in performing this Agreement, whether completed or in process.

i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Engineer shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, County shall pay Engineer for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Engineer be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Engineer shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Engineer. In the event of a dispute as to the reasonable value of the services rendered by Engineer, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

ii. For Cause. Should Engineer default in the performance of this Agreement or materially breach any of its provisions, County may, at County=s sole option, terminate this agreement by written notice, which shall be effective upon receipt by Engineer.

B. By Engineer. Should County fail to pay Engineer all or any part of the payment set forth in Exhibit A, Engineer may, at Engineer=s option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

19. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the

meaning, construction or effect hereof.

20. 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.

21. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

24. 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.

25. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in the Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. COMPLIANCE WITH LAW. Engineer shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Engineer in any action or proceeding against Engineer, whether County be a party thereto or not, that Engineer has violated any such ordinance or statute shall be conclusive of that fact as between Engineer and County.

27. MICHIGAN LAW. This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of

Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

28. 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.

29. 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.

30. 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, Engineer hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Engineer is obligated, which breach would have a material effect there on.

31. PRECEDENCE. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

32. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

MUSKEGON COUNTY BOARD OF  
PUBLIC WORKS

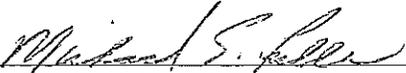
Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

PREIN & NEWHOF, INC.

Dated: 8-21-12

By: 

Michael S. Fuller  
Its Vice President

MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM  
EXHIBIT A

Description of Work

Construction Engineering

The Engineer will administer the construction project including preconstruction meeting, progress meetings, shop drawings, payment applications, and other paperwork.

Construction observation will also occur to verify general conformance with the plans and specifications. Start-up will be witnessed by the project manager and electrical engineer.

Construction staking of meter station and sanitary sewer and select density testing will be performed.

MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM  
CONSTRUCTION ENGINEERING FOR  
LAKETON TOWNSHIP METERING STATION  
EXHIBIT B

The Breakdown of Cost Follows:

Construction Engineering

Construction Engineering & Observation	\$12,000
Project Administration	
Meetings	
Shop Drawings	
Payment Applications	
Electrical Engineering	
Construction Observation – including Start-up	
Construction Staking & Density Testing	\$3,000
Mileage	<u>\$500</u>
Total Construction Engineering	\$15,500

MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM  
EXHIBIT C INSURANCE CERTIFICATES



# CERTIFICATE OF LIABILITY INSURANCE

OP ID:

DATE (MM/DD/YYYY)

03/08/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Linkfield & Cross Agency 1600 E. Beltline NE, Suite 211 Grand Rapids, MI 49525 Kevin J Cross		616-447-2777 FAX 447-6420	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PREIN-1	<b>FAX (A/C, No):</b>
<b>INSURED</b> PREIN & NEWHOF, INC. 3355 EVERGREEN NE GRAND RAPIDS, MI 49525		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> MICHIGAN INSURANCE COMPANY		10857
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		CPP0000549	12/31/11	12/31/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY		CCA0000760	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	UMC0000074	12/31/11	12/31/12	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WCV0001180	12/31/11	12/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
2	ALL RISK PROPERTY		CPP0000549	12/31/11	12/31/12	CONTENTS	800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER**

MUSKECN

Muskegon County Board of Commissioners  
 990 Terrace St.  
 Muskegon, MI 49442

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

PREIN-1

OP ID: .

DATE (MM/DD/YYYY)

04/30/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi, MI 48377	248-553-8300	CONTACT NAME: Leah Fritch
	248-553-8305	PHONE (A/C, No, Ext): 248-553-8300 FAX (A/C, No): 248-553-8305 E-MAIL ADDRESS: lfritch@profunderwriters.com
INSURED Prein & Newhof, Inc. 3355 Evergreen Drive, N.E. Grand Rapids, MI 49525		INSURER(S) AFFORDING COVERAGE INSURER A: Catlin Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEQ <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			AED-197620-0912	09/05/11	09/05/12	PER CLAIM	2,000,000
							AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

MUSCMUS

Muskegon County Board of Commissioners  
990 Terrace St.  
Muskegon, MI 49442

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## MINUTES

Board of Public Works  
Special Meeting  
Whitehall Township Hall  
7644 Durham Road  
Whitehall, MI 49461  
September 20, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Scott Plummer; I. John Snider; Rillastine Wilkins.

Excused: Alan Jager.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Chairman Mahoney; Commissioner Longmire; Commissioner Scolnik; Susie Hughes.

### BPW-12-158 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no comments on the agenda item.

### BPW-12-159 – PROPOSED FY 2013 WASTEWATER BUDGET

Moved by Mr. Derezinski, seconded by Mr. Plummer, to recommend adoption of the proposed FY 2013 Wastewater budget with a rate increase of 6% overall for Capital, Operation, Maintenance and Bonds and to adopt the proposed rate adjustment for hauled waste of \$0.045 per gallon to \$0.046 per gallon.

Roll call: Ayes – Fisher; Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Cross.

Nays –None.

Motion carried

Board of Public Works  
Special Meeting  
September 20, 2012  
Page Two

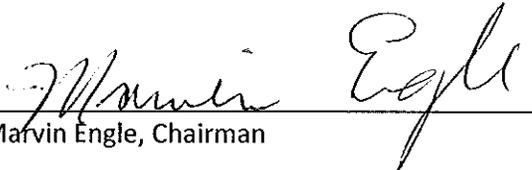
BPW-12-160 – PUBLIC COMMENT ON A NEW ITEM

There were no public comments on any new items.

BPW-12-161 – ADJOURN

Moved by Mr. Plummer, seconded by Ms. Wilkins, to adjourn the meeting at 3:31 p.m.

Motion carried

  
Marvin Engle, Chairman

kf

## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
October 11, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 3:30 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Chairman Mahoney; Attorney Dave Bossenbroek.

### BPW-12-162 – APPROVAL OF AGENDA

Moved by Mr. Cross, seconded by Mr. Collins, to approve the agenda as presented.

Motion carried

### BPW-12-163 – APPROVAL OF MINUTES

Moved by Mr. Fisher, seconded by Ms. Wilkins, to approve the minutes of the regular meeting of September 13, 2012, and the special meeting of September 20, 2012.

Motion carried

### BPW-12-164 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

BPW-12-165 – AWARD SOLID WASTE LANDFILL GAS SYSTEM CONSTRUCTION PROJECT

Moved by Mr. Plummer, seconded by Mr. Snider, to award the bid for the Muskegon County Solid Waste Facility 2012 Landfill Gas System Construction project, RFB-12-2009 to American Environmental Group, LTD for their low bid of \$226,438.00, to be paid from the Solid Waste fund (5710-0526) contingent upon receipt of required bonding and insurance documents and authorize the Chair to execute the contract.

Roll call: Ayes – Derezinski; Engle; Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider.

Nays – None.

Motion carried

BPW-12-166 – PERMISSION TO BID CHEMICALS AND FERTILIZERS FOR 2013

Moved by Mr. Cross, seconded by Mr. Snider, to authorize Wastewater staff to advertise for bids the budgeted chemicals and petroleum products for FY2013.

Motion carried

BPW-12-167 – PERMISSION TO WAIVE BIDDING ON SEED FOR 2013

Moved by Mr. Collins, seconded by Mr. Cross, to waive the County bidding process for FY2013 for the Wastewater System for the purchase of alfalfa, corn and soybean seed.

Roll call: Ayes – Collins; Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle.

Nays – None.

Motion carried

BPW-12-168 – INFORMATION ITEMS

Moved by Mr. Plummer, seconded by Mr. Snider, that the following information items be received and placed on file:

1. Public Works Monthly Operations Report, September 2012.

BPW-12-168 – INFORMATION ITEMS CONT'D

2. Wastewater Monthly Operating Report, September 2012.
3. Muskegon County Regional Water System Policy Board Minutes – September 11, 2012 (draft).

Roll call: Ayes – Plummer; Wilkins; Cross; Fisher; Jager; Snider; Derezinski; Engle; Collins.

Nays – None.

Motion carried

BPW-12-169 – OLD BUSINESS

There was no old business.

BPW-12-170 – NEW BUSINESS

Drain Commissioner Fisher stated that in the last few years there has been an effort to look at regional water issues. Mr. Fisher feels there have been negative comments from communities in these discussions that have been directed at the Board of Public Works. There are issues such as the regional water issue with Fruitport, Norton Shores and the City of Muskegon, port issues, regional marketing of the Wastewater System and other issues, that the Board of Public Works should be playing an important role in. Mr. Fisher feels the assets and power of the Board of Public Works are too valuable of tools to be pushed aside. He is asking the Board of Public Works members what can be done to change the mindset of the community as to why the Board of Public Works is not being asked to be involved in these issues.

Mr. Fisher stated that since 1966 the Board of Public Works has been comprised of either supervisors or county commissioners. The membership of the Board of Public Works is expressly talked about in PA 185. PA 185 is the law that establishes the Board of Public Works. It states how many members will be on the Board of Public Works with the Drain Commissioner being a statutory member. The other members may be county commissioners, but it doesn't say the members have to be county commissioners. Mr. Fisher is asking what would be the effect in the community if the membership of the Board of Public Works looked more like our community.

Mr. Fisher would like to discuss the issue of membership of the Board of Public Works at a special Public Works Board meeting.

Commissioner Snider stated he concurs with Drain Commissioner Fisher's views on this issue.

BPW-12-170 – NEW BUSINESS CONT'D

Moved by Mr. Snider, seconded by Mr. Derezinski, to hold a special Public Works Board meeting inviting the Commissioners not on the Public Works Board and the public in general to participate in a discussion about the possibility of reconstituting the Public Works Board in the future.

Chairman Engle expressed concerns about changing the makeup of the Public Works Board.

Commissioner Plummer stated having a discussion on this issue may be a way of getting the community together to accomplish issues.

Commissioner Jager expressed concern about having non-elected officials on the Public Works Board.

Commissioner Snider would like the special meeting sometime in the next two weeks.

Drain Commissioner Fisher stated the reason for the special meeting is only to discuss makeup of the Board of Public Works.

Roll call: Ayes – Wilkins; Cross; Fisher; Snider; Derezinski; Collins, Plummer.

Nays – Jager; Engle.

Motion carried

BPW-12-171 – PUBLIC COMMENT ON A NEW ITEM

There were no public comments on any new item.

BPW-12-172 – ADJOURN

Moved by Mr. Plummer, seconded by Mr. Collins, to adjourn the meeting at 4:00 p.m.

Motion carried

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Marvin Engle, Chairman

## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
November 8, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 4:15 p.m.

### ROLL

Present: Lewis Collins; James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

Absent: Benjamin Cross.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Chairman Mahoney; Attorney Dave Bossenbroek; David Kieft, Muskegon Charter Township Supervisor; Susie Hughes, Commissioner Elect; Heath Kaplan, Finance & Management Director; Deb Ackerman, Egelston Township Treasurer; Commissioner Scolnik; Kim Arter, Laketon Township Supervisor.

### BPW-12-173 – APPROVAL OF AGENDA

Moved by Mr. Plummer, seconded by Mr. Collins, to approve the agenda as presented.

Motion carried

### BPW-12-174 – APPROVAL OF MINUTES

Moved by Mr. Derezinski, seconded by Ms. Wilkins, to approve the minutes of the meeting held October 11, 2012.

Motion carried

BPW-12-175 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

BPW-12-176 – iPCS WIRELESS AGREEMENT

Moved by Mr. Collins, seconded by Mr. Plummer, to approve the attached agreement with iPCS Wireless to allow iPCS Wireless to change out their equipment on the Fruitport elevated water storage tank for the sum of \$1,000.00 which will be placed in fund 8711-0530, and authorize the Chair to execute the agreement.

Roll call: Ayes – Jager; Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Fisher.

Nays – None.

Motion carried

BPW-12-177 – ADVERTISE FOR BIDS – FLEET TRUCK & CRANE

Moved by Mr. Plummer, seconded by Mr. Snider, to approve the advertisement of the Wastewater System FY2013 capital budget of one (1) fleet truck and one (1) crane.

Roll call: Ayes – Snider; Derezinski; Engle; Collins; Plummer; Wilkins; Fisher; Jager.

Nays – None.

Motion carried

BPW-12-178 – INFORMATION ITEMS

The following information items were received and placed on file:

1. Public Works Monthly Operations Report, October 2012.
2. Wastewater Monthly Operating Report, October 2012.
3. Muskegon County Regional Water System Policy Board Minutes – October 9, 2012 (draft).

Board of Public Works  
November 8, 2012  
Page Three

BPW-12-179 – OLD BUSINESS

Following discussion, moved by Mr. Snider, seconded by Mr. Plummer, to set Monday, December 3, 2012, at 1:30 p.m., for the Special Public Works Board meeting for public discussion on the makeup of the Board of Public Works (location to be determined).

Motion carried

BPW-12-180 – NEW BUSINESS

Drain Commissioner Fisher briefly discussed changes at the State and Federal level regarding groundwater pollution issues.

BPW-12-181 – PUBLIC COMMENT ON A NEW ITEM

There were no public comments on any new items.

BPW-12-182 – ADJOURN

The meeting adjourned at 4:55 p.m.

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Marvin Engle, Chairman

kf

## MINUTES

Board of Public Works  
Special Meeting  
South Campus, Training Center  
Muskegon, Michigan  
December 3, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 1:30 p.m.

### ROLL

Present: James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider.

Excused: Lewis Collins; Benjamin Cross; Rillastine Wilkins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: David Kieft, Muskegon Township Supervisor  
Rod Siegel, Laketon Township  
Jerry Bartoszek, City of Norton Shores  
Commissioner Scolnik  
Deb Ackerman, Egelston Township Treasurer  
Board Chair Mahoney  
Susie Hughes, Commissioner Elect  
Jerry Sanders, Muskegon Township  
Attorney Mike Ortega  
Scott Huebler, City of Whitehall  
Chris Hall, Dalton Township Supervisor  
Attorney Dave Bossenbroek  
Kim Arter, Laketon Township Supervisor  
Sam St. Amour, Fruitland Township Supervisor  
Natasha Henderson, City of Muskegon Heights  
Mohammed Al-shatel, City of Muskegon  
Jim Reilly, Citizen  
Other Audience Members

Board of Public Works  
Special Meeting  
December 3, 2012  
Page Two

BPW-12-183 – PUBLIC COMMENT ON THE AGENDA ITEM

There were no public comments on the agenda item.

BPW-12-184– DISCUSSION ON MAKE UP OF THE BOARD OF PUBLIC WORKS

Chairman Engle and Drain Commissioner Fisher summarized the purpose of the meeting stating that Act 185 describes the membership of the Board of Public Works. This meeting is being held for public discussion on this issue.

Board members and the following audience members commented on the issue of membership of the Board of Public Works:

Jim Reilly, Deb Ackerman, Susie Hughes, David Kieft and Sam St. Amour.

BPW-12-185 – ADJOURN

Moved by Mr. Derezinski, seconded by Mr. Snider, to adjourn the meeting at 2:30 p.m.

Motion carried

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Marvin Engle, Chairman

kf

## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
December 13, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 4:35 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

Excused: David Fisher.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Director of Finance & Management; Jim Lemmen, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: Commissioner Scolnik; Susie Hughes, Commissioner Elect; Terry Sabo, Commissioner Elect; Kim Arter, Laketon Township Supervisor; Sam St. Amour, Fruitland Township Supervisor.

### BPW-12-186 – APPROVAL OF AGENDA

There were no changes to the agenda.

### BPW-12-187 – APPROVAL OF MINUTES

Moved by Mr. Cross, seconded by Mr. Snider, to approve the minutes of the meeting held November 8, 2012.

Motion carried

BPW-12-188 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

BPW-12-189 – AUTHORIZATION TO BID – TRANSPORTATION & DISPOSAL SERVICES – HOUSEHOLD HAZARDOUS WASTE

Moved by Mr. Collins, seconded by Ms. Wilkins, to authorize staff to bid the transportation and disposal services for the household hazardous waste collection program for a 2-year contract with an option for a 3<sup>rd</sup> year with all costs being paid by Solid Waste Recycling fund, 5710-0527.

Motion carried

BPW-12-190 – PREIN & NEWHOF CONTRACT & AUTHORIZATION TO BID PHASES II AND III – RUDDIMAN CREEK INTERCEPTOR REHABILITATION SEWER PROJECT

Moved by Mr. Derezinski, seconded by Mr. Cross, to authorize the Public Works Board Chair to sign a contract with Prein & Newhof to perform the design services and provide oversight of installation work of the Ruddiman Creek Interceptor Rehabilitation Sewer project at a not-to-exceed price of \$39,300, per the attached Agreement and in addition, move to authorize staff to bid Phases II and III of the Ruddiman Creek Interceptor Rehabilitation Sewer Project.

Motion carried

BPW-12-191 – INFORMATION ITEMS

The following items were distributed for information:

1. Public Works Monthly Operations Report, November 2012.
2. Wastewater Monthly Operating Report, November 2012.

BPW-12-192 – OLD BUSINESS

There was no old business.

Board of Public Works  
December 13, 2012  
Page Three

BPW-12-193 – NEW BUSINESS

There was no new business.

BPW-12-194 – PUBLIC COMMENT ON A NEW ITEM

There were no comments on any new item.

BPW-12-195 – ADJOURN

Moved by Mr. Snider, seconded by Mr. Collins, to adjourn the meeting at 4:41 p.m.

Motion carried

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Marvin Engle, Chairman

kf

## MINUTES

Board of Public Works  
Special Meeting  
South Campus, Training Center  
Muskegon, Michigan  
December 3, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 1:30 p.m.

### ROLL

Present: James Derezinski; Marvin Engle; David Fisher; Alan Jager; Scott Plummer; I. John Snider.

Excused: Lewis Collins; Benjamin Cross; Rillastine Wilkins.

#### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Ted Williams, Corporate Counsel; Karen Fisher, Secretary.

#### Others

Present: David Kieft, Muskegon Township Supervisor  
Rod Siegel, Laketon Township  
Jerry Bartoszek, City of Norton Shores  
Commissioner Scolnik  
Deb Ackerman, Egelston Township Treasurer  
Board Chair Mahoney  
Susie Hughes, Commissioner Elect  
Jerry Sanders, Muskegon Township  
Attorney Mike Ortega  
Scott Huebler, City of Whitehall  
Chris Hall, Dalton Township Supervisor  
Attorney Dave Bossenbroek  
Kim Arter, Laketon Township Supervisor  
Sam St. Amour, Fruitland Township Supervisor  
Natasha Henderson, City of Muskegon Heights  
Mohammed Al-shatel, City of Muskegon  
Jim Reilly, Citizen  
Other Audience Members

Board of Public Works  
Special Meeting  
December 3, 2012  
Page Two

BPW-12-183 – PUBLIC COMMENT ON THE AGENDA ITEM

There were no public comments on the agenda item.

BPW-12-184– DISCUSSION ON MAKE UP OF THE BOARD OF PUBLIC WORKS

Chairman Engle and Drain Commissioner Fisher summarized the purpose of the meeting stating that Act 185 describes the membership of the Board of Public Works. This meeting is being held for public discussion on this issue.

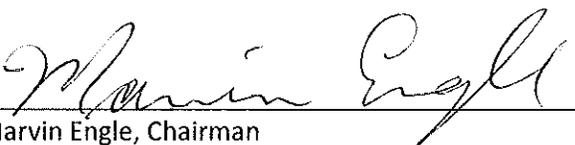
Board members and the following audience members commented on the issue of membership of the Board of Public Works:

Jim Reilly, Deb Ackerman, Susie Hughes, David Kieft and Sam St. Amour.

BPW-12-185 – ADJOURN

Moved by Mr. Derezhinski, seconded by Mr. Snider, to adjourn the meeting at 2:30 p.m.

Motion carried

  
Marvin Engle, Chairman

kf

## MINUTES

Board of Public Works  
Michael E. Kobza Hall of Justice  
Muskegon, Michigan  
December 13, 2012

### CALL TO ORDER

The meeting was called to order by Chairman Marvin Engle at 4:35 p.m.

### ROLL

Present: Lewis Collins; Benjamin Cross; James Derezinski; Marvin Engle; Alan Jager; Scott Plummer; I. John Snider; Rillastine Wilkins.

Excused: David Fisher.

### Staff

Present: John Warner, Director of Public Works; Mark Eisenbarth, Wastewater Director; Bonnie Hammersley, County Administrator; Heath Kaplan, Director of Finance & Management; Jim Lemmen, Corporate Counsel; Karen Fisher, Secretary.

### Others

Present: Commissioner Scolnik; Susie Hughes, Commissioner Elect; Terry Sabo, Commissioner Elect; Kim Arter, Laketon Township Supervisor; Sam St. Amour, Fruitland Township Supervisor.

### BPW-12-186 – APPROVAL OF AGENDA

There were no changes to the agenda.

### BPW-12-187 – APPROVAL OF MINUTES

Moved by Mr. Cross, seconded by Mr. Snider, to approve the minutes of the meeting held November 8, 2012.

Motion carried

BPW-12-188 – PUBLIC COMMENT ON AN AGENDA ITEM

There were no public comments on any agenda items.

BPW-12-189 – AUTHORIZATION TO BID – TRANSPORTATION & DISPOSAL SERVICES – HOUSEHOLD HAZARDOUS WASTE

Moved by Mr. Collins, seconded by Ms. Wilkins, to authorize staff to bid the transportation and disposal services for the household hazardous waste collection program for a 2-year contract with an option for a 3<sup>rd</sup> year with all costs being paid by Solid Waste Recycling fund, 5710-0527.

Motion carried

BPW-12-190 – PREIN & NEWHOF CONTRACT & AUTHORIZATION TO BID PHASES II AND III – RUDDIMAN CREEK INTERCEPTOR REHABILITATION SEWER PROJECT

Moved by Mr. Derezinski, seconded by Mr. Cross, to authorize the Public Works Board Chair to sign a contract with Prein & Newhof to perform the design services and provide oversight of installation work of the Ruddiman Creek Interceptor Rehabilitation Sewer project at a not-to-exceed price of \$39,300, per the attached Agreement and in addition, move to authorize staff to bid Phases II and III of the Ruddiman Creek Interceptor Rehabilitation Sewer Project.

Motion carried

BPW-12-191 – INFORMATION ITEMS

The following items were distributed for information:

1. Public Works Monthly Operations Report, November 2012.
2. Wastewater Monthly Operating Report, November 2012.

BPW-12-192 – OLD BUSINESS

There was no old business.

Board of Public Works  
December 13, 2012  
Page Three

BPW-12-193 – NEW BUSINESS

There was no new business.

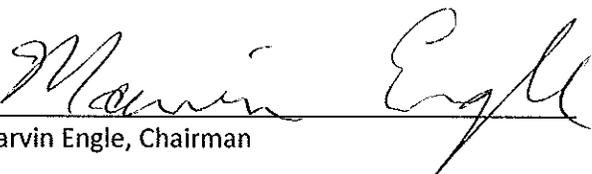
BPW-12-194 – PUBLIC COMMENT ON A NEW ITEM

There were no comments on any new item.

BPW-12-195 – ADJOURN

Moved by Mr. Snider, seconded by Mr. Collins, to adjourn the meeting at 4:41 p.m.

Motion carried

  
Marvin Engle, Chairman

kf

AGREEMENT FOR SERVICES OF INDEPENDENT ENGINEER BETWEEN  
THE COUNTY OF MUSKEGON PUBLIC WORKS BOARD  
AND PREIN & NEWHOF, INC.  
RUDDIMAN CREEK INTERCEPTOR REHABILITATION PHASE II & III

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon Public Works Board, a political subdivision of the State of Michigan (hereinafter referred to as "County"), having its principal place of business at 8301 White Road, Muskegon, Michigan 49442, and Prein & Newhof, Inc., having its principal place of business at 3355 Evergreen Drive, Grand Rapids, Michigan 49525 (hereinafter referred to as "Engineer") wherein Engineer agrees to provide and County agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Chairman or the Vice-Chairman of the Muskegon County Public Works Board at phone number 231-724-6520 is the representative of County and will administer this Agreement for and on behalf of County. Michael S. Fuller at phone number 616-364-8491 is the authorized representative for Engineer. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To County: Chairman or Vice-Chairman  
Muskegon County Board of Public Works  
8301 White Road  
Muskegon, MI 49442

To Engineer: Michael S. Fuller, Vice President  
Prein & Newhof, Inc.  
3355 Evergreen Drive  
Grand Rapids, MI 49525

or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

3. SCOPE OF SERVICES. Engineer agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Engineer shall commence performance on November 1, 2012 and end performance upon completion, but no later than May 15, 2013, unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF ENGINEER. Engineer shall be paid for performance under this Agreement in accordance with the terms of Exhibit A. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above following completion of the increments identified on Exhibit A. Unless otherwise specified on Exhibit A, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT ENGINEER. Engineer shall perform all of its services under this Agreement as an independent Engineer and not as an employee of County. Engineer understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

7. STANDARD OF PERFORMANCE. Engineer represent that Engineer has the skills, expertise, and licenses necessary to perform the services required under this Agreement. Engineer shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Engineer is engaged. All documents/data of whatsoever nature, which Engineer delivers to County pursuant to this Agreement, shall conform to the standards of quality normally observed by a person practicing in Engineer=s profession. Engineer shall correct or revise any errors or omissions, at County=s request without additional compensation. Permits and/or licenses shall be obtained and maintained by Engineer without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Engineer=s behalf, and should County be required to do so by State, Federal, or local taxing agencies, Engineer agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker=s compensation insurance.

9. CONFLICT OF INTEREST. Engineer covenants that Engineer presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Engineer.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Engineer in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Engineer, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Engineer agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Engineer shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied. 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Engineer shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

Notwithstanding the above, Engineer shall have a license to use the concepts and principles embodied in the drawings and documents for use in future projects.

12. RECORDS, AUDIT, AND REVIEW. Engineer shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Engineer=s profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Engineer=s regular business hours or upon reasonable notice.

13. INDEMNIFICATION. To the fullest extent permitted by law, Engineer shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, to the extend caused by Engineer's

negligence, from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom, on account of, relating to, or arising out of bodily injury or death of any person, or on account of advertising injury, or on account of damage to property, including loss of use thereof. The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of Engineer, its sub-consultants, or the joint negligence of Engineer and its sub-consultants, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. INSURANCE. Engineer is required to provide proof of the minimum levels of insurance coverage as indicated by the attached Exhibit B. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Engineer's performance of services under the terms of this Agreement, whether such services are performed by the Engineer, or by any sub-consultant, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The insurance shall be written for not less than the minimum coverage specified in Exhibit B or as required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE ENGINEER'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVERAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL INSURED ON ENGINEER'S COMMERCIAL GENERAL LIABILITY POLICY. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

If a motor vehicle is used to provide services or products under this Agreement, the Engineer must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Engineer's business for bodily injury and property damage as required by law.

15. NONDISCRIMINATION. The Engineer assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), the Michigan Civil Rights Act (1976, P.A. 453), and the Michigan Constitution, no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Engineer.

16. NONEXCLUSIVE AGREEMENT. Engineer understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Engineer as the County desires.

17. ASSIGNMENT. Engineer 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.

18. TERMINATION.

A. By County. County may, by written notice to Engineer, terminate this Agreement in whole or in part at any time, whether for County=s convenience or because of the failure of Engineer to fulfill the obligations herein. Upon receipt of notice, Engineer shall immediately discontinue all services (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Engineer in performing this Agreement, whether completed or in process.

i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Engineer shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, County shall pay Engineer for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Engineer be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Engineer shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Engineer. In the event of a dispute as to the reasonable value of the services rendered by Engineer, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

ii. For Cause. Should Engineer default in the performance of this Agreement or materially breach any of its provisions, County may, at County=s sole option, terminate this agreement by written notice, which shall be effective upon receipt by Engineer.

B. By Engineer. Should County fail to pay Engineer all or any part of the payment set forth in Exhibit A, Engineer may, at Engineer=s option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

19. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the

meaning, construction or effect hereof.

20. 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.

21. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

24. 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, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

25. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in the Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. COMPLIANCE WITH LAW. Engineer shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Engineer in any action or proceeding against Engineer, whether County be a party thereto or not, that Engineer has violated any such ordinance or statute shall be conclusive of that fact as between Engineer and County.

27. MICHIGAN LAW. This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of

Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

28. 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.

29. 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.

30. 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, Engineer hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Engineer is obligated, which breach would have a material effect there on.

31. PRECEDENCE. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

32. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

MUSKEGON COUNTY BOARD OF PUBLIC WORKS

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

PREIN & NEWHOF, INC.

Dated: 11-12-18

By: *Michael S. Fuller*  
Michael S. Fuller

Its Vice President

MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM  
EXHIBIT A

Engineer agrees to provide engineering services for the lining of approximately 4,800 lineal feet of the Ruddiman Creek Interceptor sanitary sewer from Manhole 1 to Manhole 15, Manhole 18 to Manhole 21, and Manhole 26 to Manhole 29. Services to perform include: design of lining material, preparation of contract documents and specifications, unit quantity proposal, supervision during bid phase, recommendation of award, contract document review, project administration, part-time construction observation and construction administration.

The Breakdown of Cost Follows:

1.	Preparation of Plans, Specifications and Contract Documents & Unit Quantity Proposal	\$4,500
2.	Supervision during Bid Phase, Recommendation of Award and Contract Document Review	\$3,600
3.	Project Administration	\$1,200
4.	Construction Administration & Part-Time Construction Observation	<u>\$30,000</u>
	Total Project Cost	\$39,300

MUSKEGON COUNTY WASTEWATER MANAGEMENT SYSTEM  
EXHIBIT B INSURANCE CERTIFICATES



# CERTIFICATE OF LIABILITY INSURANCE

PREIN-1

OP ID: .i

DATE (MM/DD/YYYY)

10/30/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Underwriters, Inc 39475 13 Mile Road, Suite 106 Novi, MI 48377	248-553-8300	CONTACT NAME: Leah Fritch	
	248-553-8305	PHONE (A/C No, Ext): 248-553-8300	FAX (A/C, No): 248-553-8305
		E-MAIL ADDRESS: lfritch@profunderwriters.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Prein & Newhof, Inc. 3355 Evergreen Drive, N.E. Grand Rapids, MI 49525	INSURER A : Catlin Insurance Company		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>PROF LIAB</b> Claims Made Basis			AED-197620-0912	09/05/12	09/05/13	PER CLAIM 2,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

MUSCMUS

Muskegon County Board of Commissioners  
990 Terrace St.  
Muskegon, MI 49442

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

17



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: J

DATE (MM/DD/YYYY)

03/08/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Linkfield & Cross Agency 1600 E. Beltline NE, Suite 211 Grand Rapids, MI 49525 Kevin J Cross		616-447-2777 FAX 447-6420	<b>CONTACT NAME:</b> PHONE (A/C, Ho, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PREIN-1	<b>FAX (A/C, No):</b>
<b>INSURED</b> PREIN & NEWHOF, INC. 3355 EVERGREEN NE GRAND RAPIDS, MI 49525		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> MICHIGAN INSURANCE COMPANY		10857
		<b>INSURER B:</b>		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP0000549	12/31/11	12/31/12	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CCA0000760	12/31/11	12/31/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$			UMC0000074	12/31/11	12/31/12	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. Y/N <input type="checkbox"/> N/A			WCV0001180	12/31/11	12/31/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
2	<b>ALL RISK PROPERTY</b>			CPP0000549	12/31/11	12/31/12	CONTENTS	\$ 800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

MUSKECN

Muskegon County Board of Commissioners  
 990 Terrace St.  
 Muskegon, MI 49442

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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