

# Gull Lake Sewer & Water Authority

1

7722 N. 37<sup>th</sup> Street  
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## MINUTES OF THE OCTOBER 30, 2014 REGULAR BOARD MEETING

Authority Board Meeting

1:00 P.M.

**CALL TO ORDER/ ROLL CALL:** Chairman Stoneburner called the meeting to order at 1:00 P.M. Commissioners present were Jimmy Stoneburner, Wes Kahler, Alan Bussema and Paul Dykstra. Also present were Executive Director Rich Pierson, Executive Assistant Anne Richmond, and Engineer Tom Wheat.

**REVIEW AND SET THE AGENDA:** Pierson noted 3 additions to the agenda under New Business: MDOT Performance Resolution for Governmental Agencies, Insurance Quotes, and Power Head Purchase. Kahler made the motion to accept the Agenda as revised. Motion was seconded by Dykstra. **Motion carried; all ayes.**

**MINUTES OF THE SEPTEMBER 18, 2014 REGULAR MEETING:** A motion was made by Kahler and seconded by Bussema to accept the regular meeting minutes of September 18, 2014 as presented. **Motion carried; all ayes.**

**HEAR THOSE PRESENT (Non-Agenda Items):** None Present.

### **CORRESPONDENCE:**

Botyrius-7415 N. 37<sup>th</sup> Street                      DE Ave Easement Request  
GLSWA requested easement access for the vacant lot and address 11654 East DE Avenue. Potentially 4 houses could connect to sewer if this easement is granted.  
*Pierson to follow-up.*

Rolfe-Ross Township Legal Counsel              Request for Advice  
GLSWA requested Rolfe's advice regarding zoning and options for constructing a third Pole Barn on our site.

J.W. Holewa-Village of Richland Clerk              Vactor Storage + Wastewater Agreement  
GLSWA asked if it would be possible to store our Vactor Truck in the Village's 32<sup>nd</sup> Street facility for the December 1<sup>st</sup> through March 30<sup>th</sup> winter season. In addition, the Village/Authority Wastewater Agreement has expired and needs to be renewed.

Preferred Plumbing-Settlement Accepted      Paid \$468 as Good Will  
GLSWA offered \$468 as good-will towards settling an invoice to fix an erroneous connection as faults were made by both parties. The offer was accepted.

Consumers Concrete      Settlement on Invoice Error of \$75 Accepted  
GLSWA received an invoice that we believed to be assigned to us in error. We paid \$75 to settle the matter and received a credit when we subsequently found where the invoice should have been sent.

Gillespie/Ortega-Gull Lake Condos      Easement Variance Request  
GLSWA received a draft from the developer's attorney regarding amendments to the public utility easements for the Gull Lake Condos.

Tom Traciak-Umbaugh + Associates      Rate Analysis  
GLSWA asked Mr. Traciak to begin the initial SAW grant work (baseline, customer data, historical perspective) for GLSWA.

Rob Thall-Items to Discuss      Meeting Scheduled  
Pierson to meet with Attorney Thall to discuss the following: 1) Moving forward on the Miscellaneous Customer Fee, 2) Public Sewer Easement Adjustment, 3) Village of Richland Agreement, 4) Ross Planning + Zoning, and 5) Ordinance Change for Ready-to-Serve + Commodity Charge. Note: Pierson had met with Mr. Thall.

## **NEW BUSINESS/PROJECTS:**

Upgrade Document Storage Software      Authorization Request  
A motion was made by Dykstra and seconded by Bussema to authorize the purchase of the upgrade to Document Storage Software for \$10,606 subject to verification of the annual maintenance fee and researching workflow capability. **Motion carried; all ayes.**

Asset Management Implementation      Update on Schedule & Progress  
Pierson presented an update on the Asset Management plan.  
We have vactored 113,544 feet and CCTV'd 62,650 feet out of 191,000 feet through October 22.  
We received payment #2 from the State in the amount of \$110,625.

Repairs + Rehabilitation      Update  
Thus far: 3 faulty drop manholes + 5 leaking manholes + 4 structurally deficient manholes + LS 14-4" forcemain corroded. Repair estimate to date: PRS (Pipe Repair Systems) \$24,000 manholes / \$16,000 Forcemain; Self Repairs \$7,000.

#### PICA-See Snake Main Forcemain Investigation

1<sup>st</sup> segment is \$90,360, net of engineering and prep work by Authority-scheduled for November 17<sup>th</sup>. Cost estimates higher than anticipated: Terra hauling costs: \$27,000, Hoffman Brothers: \$17,000, Prein & Newhof: \$7,000; plus 'tail-end' of our 12" forcemain is severely scaled; purchased \$1,500 nozzle to clean it – but has risk.

Inquiries for New Construction + Connections      Potential Development  
GLSWA received two potential developmental inquiries last month.

#### Commercial Review/ Apt Usage/ Metered Billing      Rate Study

Pierson met with special legal counsel Jim White regarding sewer billing. His recommendation was to implement the rate study phase of the SAW Grant in order to review the potential of metered billing.

#### Rate Study + Recommendations-SAW Grant      Request to Initiate

A motion was made by Dykstra and seconded by Kahler to initiate the rate study phase of the SAW Grant. **Motion carried; all ayes.**

#### Televising 4" Building Sewers

#### Recommend \$85 Charge

Pierson recommended leaving the charge at \$85 and believes that 75% of the time this covers our cost. With the work order system in 2015, we should have complete reports available in December 2015 to evaluate again.

#### Gull Lake Condos-Easement Variance Request

#### Proposed Easement Variance

GLSWA received a draft from the developer's attorney regarding amendments to the public utility easements for the Gull Lake Condos. This should be finalized by the next meeting.

#### Telephone Consolidation / Savings

#### Investigating Options

GLSWA had been investigating options for a new phone system that would consolidate phones, internet and cell phones. We have not found a combination system that would save us operating costs.

#### MDOT Performance Resolution for Governmental Agencies

#### Request Approval

Pierson requested approval of the MDOT Performance Resolution for Governmental Agencies as part of standard procedure for a governmental agency to pull a permit. A motion was made by Bussema and seconded by Dykstra to approve the MDOT Performance Resolution for Governmental Agencies. **Motion carried; all ayes.**

#### Insurance Quotes

#### Quote Requests

As authorized last year, the Authority is taking quotes for its insurance – renewal is Jan 1<sup>st</sup>. Our goal is to informally meet with each agent submitting on December 11<sup>th</sup> – then finalize the quotes for Board review and decision on December 18<sup>th</sup>.

## Power Head Purchase

## Approval Request

Pierson requested approval for the purchase of a power head for tapping ductile iron pipe (for our grinder installations). A motion was made by Kahler and seconded by Bussema to purchase a power head in the amount of \$3,346. **Motion carried; all ayes.**

**OLD BUSINESS: ACTIVE**

## Pole Barn-Site Plan and Plans

## Update

The preliminary cost estimate is \$110,000. Pierson applied for a building permit and contrary to how we were advised in April, is now told that we need to apply for Ross Township site plan approval. The proposed building has an eave height and peak height greater than allowed by Ross Township. GLSWA is evaluating possible options and in addition may ask for permission to build an additional pole barn and possibly pursue purchase of the Consumers property adjacent to GLSWA. *Pierson to proceed to meet with the appropriate agency to pursue the site plan/variance as needed.*

## Miscellaneous Customer Fees

## Meeting Scheduled

At the last meeting, Pierson proposed visiting two known residences with sump pump violations and preparing documentation for a Miscellaneous Customer Fee to be reviewed with the Board. Pierson has met with Rob Thall, legal counsel on this and on other items. *Pierson to follow up with Thall with letters + resolutions for Board consideration.*

## Village of Richland Contract

## Expired Agreement

The Village/Authority Wastewater Agreement has expired and needs to be renewed. Target is January/February after the elections.

## 4-New Grinder Installations

## Difficulty Finding Contractors

There are 3 new grinder pump sewer connections on Sherman Lake and 1 new grinder pump sewer connection on 37<sup>th</sup> Street. GLSWA has had difficulty finding contractors for these installations and likely to be over budget on these 4 installations.

Regional Commission – City of Kalamazoo  
Round 3 of discussions on 10/28 + 10/29.

## Update

## Staff / Personnel Policy / Ethics Policy

## Updates Forthcoming

Our part time employee (Buildings + Grounds) resigned. The personnel policy will be updated. Recommended staff adjustments will be forthcoming.

## OLD BUSINESS: INACTIVE

### Air Release Valve Rebuilding

### Rebuild 10 Air Release Valves

As a result of the SSO incident in July 2013 with the galvanized nipple on an air release valve, GLSWA has rebuilt 8 Air Release Valves. There are 2 yet to be rebuilt.

### Grinder Lines (37<sup>th</sup> Street Only)

### Corrosion – Erosion Prevent

There is a known corrosion issue with ductile iron next to copper grinder line connections -- and these are being remedied (wrapped or replaced with plastic). We have completed 6, and there are 4 in Charleston and 1 in Ross Township yet to do. These will be done in 2014-2015.

### Cooper's Landing

### New Apartment Construction

New apartment phase with sewer is under construction with oversight and supervision from Prein & Newhof on our behalf, paid for by the developer.

### Gull Lake Ministries

### Review of Residential Units + New Construction Plans

Tammy (GLM) and Bonnie (GLSWA) will prepare a map and address list and we will advise GLM if we have been billing inappropriately. If GLM could combine parcels, then they could remove single-family homes and construct new homes, duplexes or other (ie. Rec Center) and use the credits for reconnecting. *Pierson will lend assistance to them -- to attempt to make 4 or 5 large parcels from GLM's existing property holdings, update the map with how many sewer connection credits are on each of the parcels, allowing GLM to use the credits for new connections. Pierson will meet with our engineer and Township officials to make sure that combining existing parcels is the right thing to do for GLM and the Township, as he believes that tracking by parcel number is the best methodology, and the old parcel maps have many obsolete 40 and 60 foot width parcels.*

### Emergency Fuel Acquisition

### Awaiting Reorganization Before Purchase

GLSWA needs to have fuel readily available in an emergency for the portable generators and for our vehicles. We had been relying on local gas stations for truck gas and diesel fuel for portable generators, but a significant power outage could find us short on fuel. At a previous meeting, Pierson presented a quote for \$2,270 for 2 new 550 tanks, pumps, gages, and E vents. We received a letter from Crystal Flash regarding their emergency generator fueling. *Awaiting reorganization and cleaning of the pole barn and outside storage before purchasing.*

### EF Ave Sewer-Old Plug Company

### Project Still Not Finalized

This was constructed during the week of 9/3 and inspected by Prein & Newhof and GLSWA staff. Project is not yet finalized.

Malpass, Sherman Lake Grinder Customer Sewer Back-up Liability Concern  
Mr. Malpass is concerned about GLSWA's limited liability under the statutes for sewer back-ups for Grinder Pump customers where the tank, pump, and line to the street are publicly owned. *Pierson to discuss this issue with Mr. Malpass and present alternatives at a subsequent meeting to better serve our grinder pump customers if feasible.*

30<sup>th</sup> Street Gravity Sewer-Future Design Completed; Need Easements  
Per our 2008 agreement, GLSWA is obligated to construct necessary downstream infrastructure (capacity) to handle the Allen Edwin development and beyond, likely to involve a 30<sup>th</sup> Street force main and/or gravity sewer. *Pierson needs to obtain 7 easements prior to starting this gravity sewer project.* The project timeline is dependent upon the developer's build out of their phase II, which has not yet begun.

Lift Station Guide Rail Replacement Project Update  
Lift Station #5 was done on 9/20/12; #16 was completed on 12/18/12; #13 was completed on 5/15/13; #8 was completed in June and #18 has recently been completed. We were budgeting for 3 per year.

Charleston Township Sewer Update on Rates: Begin Cost-Benefit Analysis  
80 homes +/-, +2 pumping stations; Pierson to continue with cost-benefit analysis. Their sewer contract expires 2016.

Billboard/Purchase of Consumers Energy Property Pierson Met With Representative  
Pierson met with a Consumers Energy representative regarding billboard removal and/or relocation. Next step – write letter.

1980 – 1990 Easement Releases Ongoing Project-coordinate w/ scanning files  
Established format for filing easements.

Sewer Connection Fee Issues No response; \$8,700 Eng Fees not Paid  
There has been no response from Attorney Ken Sparks letter to Attorney Swenarton as of yet. In addition, the developer still owes GLSWA engineering fees of approximately \$8,700.

Water Connection Fee Issues Ongoing Project  
Plan to be developed for administering water connections for Richland Township and Richland Village in order to cost-average short-side and long-side taps to the water main, preventing one side of the road paying more than the other side (where the water main is located). *Pierson to make recommendations.*

Also, need to establish adequate connection fees to provide for the replacement of watermain in the future, as the Township owns the watermain. Pierson acquiring data on the assets.

Sherman Lake Easement-Clean-up and Check      Review

*Pierson to review easements and check for accuracy – file in GIS system.* Pierson has started this.

Zoetis-Meter Installation Update

New Meters to be Installed

Zoetis is going to install new meters. Pierson suggested that Engineer Tom Wheat witness the set-up and testing when it occurs. We anticipate a reduction in billable flow when this occurs.

Morsman – 2852 Arctic

Repair-Driveway Settlement around Manhole

There is a public sewer manhole in the concrete drive and the area around the manhole has settled, cracking the drive. GLSWA has authorized a contractor to make this repair.

## FINANCIAL REPORT

Financial Report / Bills Paid + Payable / Prein & Newhof Billing

A motion was made by Bussema and seconded by Kahler to file the financial reports as presented, approve the standard bills paid, and pay the Prein & Newhof bill.

**Motion carried; all ayes.**

## CLOSING COMMENTS :

Pierson indicated he had scheduled the annual Christmas luncheon for December 18<sup>th</sup>.

ADJOURN. NEXT MEETING TUESDAY, NOVEMBER 18, 2014 at 1:00 p.m. Chairman Stoneburner adjourned the meeting at 2:10 p.m.

Submitted for approval



Alan Bussema – Secretary

## PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

*This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way" (form 2205), or an "Annual Application and Permit for Miscellaneous Operations Within State Highway Right of Way" (form 2205B).*

RESOLVED WHEREAS, the GULL LAKE SEWER & WATER AUTHORITY  
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under State Highway right of way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
3. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
4. The GOVERNMENTAL AGENCY It will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
5. With respect to any activities authorized by PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

6. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
7. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Name	and/or	Title
Aaron Grogg		Field Superintendent
Barry Bowman		Tech Services Mgr.
Rich Pierson		Director
- Anne Richmond		EXEC ASST.

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the GULL LAKE SEWER & WATER AUTHORITY  
 (Name of Board, etc)  
 of the GULL LAKE SEWER & WATER AUTHORITY of KALAMAZOO  
 (Name of GOVERNMENTAL AGENCY) (County)

at a Regular meeting held on the 30<sup>th</sup> day  
 of OCTOBER A.D. 2014.

Signed [Signature] Title Director