



CITY COUNCIL MEETING
405 E. COLBY STREET, WHITEHALL, MI
COUNCIL CHAMBERS
September 24, 2019
6:00 p.m.

AGENDA

1. Meeting called to Order
 - A. Pledge of Allegiance
2. Approval of Agenda
3. Special Presentation: Jim Klapthor, USA Cycling
4. Approval of the September 10 Work Session and Council Meeting Minutes
5. Approval of Accounts Payable
6. Communications: Central Dispatch Meeting Minutes, Central Dispatch Special Meeting Minutes (3), Charter Rate Changes, Marina Advisory Minutes, Wastewater Minutes, Wastewater Monthly Report
7. Public Comment *
8. Messages from the Mayor, Council, and City Manager
9. Unfinished Business
10. New Business
 - A. Resolution 19-30 Marina Rates
 - B. Resolution 19-31 State Tr uncline Contract #2019-0796
 - C. Resolution 19-32 Banking and Financial Transactions
 - D. Resolution 19-33 Capital Improvements
11. Public Comment *
12. Adjournment

City of Whitehall, 405 E. Colby Street, Whitehall, MI 49461; 231-894-4048

* PUBLIC COMMENT: Citizens wishing to speak on any subject matter or with regard to items on the agenda should use this opportunity. As a courtesy to the council, come to the podium, state your name, and direct your comments to the board. Please limit comments to three minutes.

CITY OF WHITEHALL
CITY COUNCIL WORK SESSION MINUTES
September 10, 2019
5:00 p.m.

PRESENT: Scott Brown, Dick Connell, Virginia DeMumbrum, Ellie Dennis, Debi Hillebrand, Norm Kittleson, and Steve Salter

ABSENT: None

ALSO PRESENT: Rodger Sweeting, Brenda Bourdon, Scott Huebler, and Roger Squiers

Mayor Hillebrand called the meeting to order at 5:00 p.m. in the Garden Room.

Discussion Items

A. Marihuana – Dennis asked if she could speak freely regarding where she stands with marihuana as well as find out where other council members stand. Huebler encouraged it so that necessary changes can be made to the ordinances. Summary of discussion:

Dennis: after research she goes back & forth; the question of morality has been decided, but what's the rush. Also questions if it is the City Council's duty to ensure safe access to marihuana. Still unsure.

Hillebrand: feels there is no need to be trailblazers, especially when there is access already in Muskegon; questioning whether we have resources to handle it.

Kittleson: in support of legalization of marihuana and the sale of both recreational & medical

DeMumbrum: in support of allowing legitimate businesses; feels we're not jumping off a cliff, but merely stepping off a curb

Salter: in support of medical marihuana

Brown: in support of both because the voters spoke

Connell: not in support of either; but would recommend we go slow

Sweeting would like both ordinances to go to a vote

B. Solid Waste/Pride Days – Connell reported on issues at transfer station with managing recycling and pride days. A single waste hauler with recycling and curb-side leaf/brush pickup was mentioned as an alternative. Huebler reported that initial research shows that it would be cheaper per household with more services. Brown would like the leaf pickup to be separated from the single waste hauler because people are accustomed to bringing leaves to the curb and won't bag them.

Public Comment:

Tom Conrad informed Council that there are differences between medical and recreational marihuana and encouraged them to read an article from the Chronicle which focused on lack of testing for safety and quality.

Meeting Adjourned at 5:55 p.m.

Debra Hillebrand, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
COUNCIL MEETING MINUTES
September 10, 2019

PRESENT: Scott Brown, Dick Connell, Virginia DeMumbrum, Ellie Dennis, Debi Hillebrand, Norm Kittleson, and Steve Salter

ABSENT: None

ALSO PRESENT: Rodger Sweeting, Brenda Bourdon, Scott Huebler, and Roger Squiers

Mayor Hillebrand called the meeting to order at 6:00 p.m. in the Council Chambers.

APPROVAL OF THE AGENDA

Motion by Salter, seconded by Dennis, CARRIED, to approve the agenda. All yeses.

APPROVAL OF COUNCIL MINUTES

Motion by DeMumbrum, seconded by Kittleson, CARRIED, to approve the August 27th council meeting minutes. All yeses

APPROVAL OF THE ACCOUNTS PAYABLE

Motion by Connell, seconded by Dennis, CARRIED, to approve the account payables in the amount of \$239,529.95 and checks to be drawn in their several amounts.

Roll Call Vote: Yes – Connell, Dennis, DeMumbrum, Kittleson, Salter, and Hillebrand;
No – Brown; Absent – None

COMMUNICATIONS

Planning Minutes

Motion by Kittleson, seconded by DeMumbrum, CARRIED, to approve the communications and place them on file. All yeses

PUBLIC COMMENT

None

MESSAGES FROM THE MAYOR, COUNCIL, AND CITY MANAGER

Mayor Pro Tem Dennis announced that she would not be present at the next meeting and asked if the marihuana ordinances could be placed on the October 8th agenda so she can be present to vote.

Motion by DeMumbrum, seconded by Kittleson, CARRIED, to excuse Mayor Pro Tem Dennis from the September 24th council meeting. All yeses.

Council members provided comments.

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Resolution 19-28 Budget Amendment #1

Motion by Dennis, seconded by Kittleson, CARRIED, to approve the budget amendments as presented.

Roll Call Vote: Yes – Dennis, Kittleson, Salter, Brown, Connell, DeMumbrum, and Hillebrand;
No – None; Absent – None

B. Resolution 19-29 Main Street Reconstruction

Motion by Salter, seconded by Brown, CARRIED, to approve the Prein&Newhof Main Street Reconstruction Professional Services Agreement Amendment for \$26,200.

Roll Call Vote: Yes – Salter, Brown, Connell, Dennis, DeMumbrum, Kittleson, and Hillebrand;
No – None; Absent – None

PUBLIC COMMENT

None

ADJOURNMENT

Mayor Hillebrand adjourned the Council Meeting at 6:24 pm.

Debra Hillebrand, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
ACCOUNTS PAYABLE
September 24, 2019

September 2019 Prepays

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash	Payroll	\$47,186.71	Transfer
IRS	Payroll	\$14,712.09	EFT
Alerus Financial	Payroll	\$5,245.90	7203
MISDU	Payroll	\$90.34	7204
FOP-CD Hammond #99	Payroll	\$69.39	7205
Teamsters Local 214	Payroll	\$341.00	7206
<u>Total Prepays:</u>		\$67,645.43	

TOTAL ACCOUNTS PAYABLE

\$254,812.61

Vendor Code	Vendor Name	Invoice	Description	Amount
MISC	2G SHIRTS	009-011	APPAREL	276.00
TOTAL FOR: 2G SHIRTS				276.00
ACTIO	ACTION FLAG CO	30421	FLAGS - QTY 2	153.38
TOTAL FOR: ACTION FLAG CO				153.38
AFLAC	AFLAC	392141	PREMIUM - SEPT-2019	646.54
TOTAL FOR: AFLAC				646.54
MISC	ALDI	STATEMENT	ELECTION	21.27
TOTAL FOR: ALDI				21.27
SEAV	ALYSSA SEAVER	FLEX	FLEX - SEPT-2019	81.24
		OPTICAL	OPTICAL - ALYSSA SEAVER	90.00
		OPTICAL	OPTICAL - LAUREN SEAVER	137.00
		STATEMENT	REIMBURSEMENT - MILEAGE/STATE 2019 SUMMIT	142.68
TOTAL FOR: ALYSSA SEAVER				450.92
MISC	AMAZON.COM	113-5140979-714	PICTURE FRAME, PHONE STAND, HOOKS, CLEANING P	40.19
		STATEMENT	LIGHTING SUPPLIES	25.39
TOTAL FOR: AMAZON.COM				65.58
ARNO	ARNOLD'S AUTO GLASS	WO AAG1055945	WINDSHIELD - 2012 NAVISTAR - #12-18	550.00
TOTAL FOR: ARNOLD'S AUTO GLASS				550.00
ASPHA	ASPHALT PAVING INC	S124-19	STREET SWEEPING	1,690.00
TOTAL FOR: ASPHALT PAVING INC				1,690.00
BEAM	BETH BEAMAN	STATEMENT	REIMBURSEMENT - TABLECLOTHS & FILE CABINET	95.05
TOTAL FOR: BETH BEAMAN				95.05
MISC	BLAUER	WR19145852	APPAREL/UNIFORM	101.94
TOTAL FOR: BLAUER				101.94
MAHON	BRANDON L MAHONEY	FLEX	FLEX - SEPT-2019	62.88
TOTAL FOR: BRANDON L MAHONEY				62.88
BOU	BRENDA BOURDON	FLEX	FLEX - SEPT-2019	16.28
TOTAL FOR: BRENDA BOURDON				16.28

Vendor Code	Vendor Name	Invoice	Description	Amount
CHART	CHARTER COMMUNICATIONS			
		0038420090519	INTERNET	189.97
		0056489072519	INTERNET	279.98
TOTAL FOR: CHARTER COMMUNICATIONS				469.95
MAHOC	CHRIS MAHONEY			
		FLEX	FLEX - SEPT-2019	30.00
TOTAL FOR: CHRIS MAHONEY				30.00
CONSU	CONSUMER'S ENERGY			
		STATEMENT	UTILITIES	5,385.94
TOTAL FOR: CONSUMER'S ENERGY				5,385.94
KIRB	DBA / KIRBY BUILT			
		SOKSA1455	BENCH	1,194.37
TOTAL FOR: DBA / KIRBY BUILT				1,194.37
EDW	EDWARDS JANITORIAL SERVICE LLC			
		WHDPW2019-09-CH	OFFICE CLEANING - DPW & CITY HALL	587.71
TOTAL FOR: EDWARDS JANITORIAL SERVICE LLC				587.71
ELESOU	ELECTION SOURCE			
		19-44699	THERMAL PAPER QTY 4, SEAL CUTTER	24.92
TOTAL FOR: ELECTION SOURCE				24.92
FRONT	FRONTIER			
		STATEMENT	TELEPHONE	147.74
TOTAL FOR: FRONTIER				147.74
GORDO	GORDON FOOD SERVICE			
		828421344	BATH TISSUE & MULTIFOLD TOWEL	55.98
TOTAL FOR: GORDON FOOD SERVICE				55.98
GRLF	GREAT LAKES FORD			
		STATEMENT	2019 FORD F-250	23,672.25
TOTAL FOR: GREAT LAKES FORD				23,672.25
AUDO	LAURIE H AUDIO			
		FLEX	FLEX - SEPT-2019	199.92
TOTAL FOR: LAURIE H AUDIO				199.92
MISC	LITTLE CAESARS PIZZA			
		857	ELECTION MEAL	16.41
TOTAL FOR: LITTLE CAESARS PIZZA				16.41
MEEKH	MEEKHOF TIRE OF MUSKEGON INC			
		729694-81/73009	TIRES - #1209, #10-01 & #11-02	2,233.38
TOTAL FOR: MEEKHOF TIRE OF MUSKEGON INC				2,233.38
MENAR	MENARDS-MUSKEGON			
		STATEMENT	SOUND PROOFING SUPPLIES	128.45
TOTAL FOR: MENARDS-MUSKEGON				128.45

Vendor Code	Vendor Name	Invoice	Description	Amount
MERLE	MERLE BOES INC	1442911	FUEL - GASOLINE/5,000G	8,845.00
TOTAL FOR: MERLE BOES INC				8,845.00
MDEQ	MI DEPT OF ENVIRONMENTAL QUALITY	STATEMENT	DRINKING WATER OPERATOR TRAINING & CERTIFICAT	140.00
TOTAL FOR: MI DEPT OF ENVIRONMENTAL QUALITY				140.00
MITRA	MI DEPT OF TRANSPORTATION	591-10431445	TRAFFIC SIGNAL ENERGY	105.96
TOTAL FOR: MI DEPT OF TRANSPORTATION				105.96
MILL	MILLER'S OIL AND LUBE EXPRESS	90213	OIL CHANGE - DODGE P/U	38.96
TOTAL FOR: MILLER'S OIL AND LUBE EXPRESS				38.96
MUCTR	MUSKEGON CENTRAL DISPATCH	I-2019-066	VIRTUAL SERVER/DESKTOP SOFTWARE	527.30
TOTAL FOR: MUSKEGON CENTRAL DISPATCH				527.30
MUSTWP	MUSKEGON CHARTER TOWNSHIP	1900011941	OCT 2019 CENTRAL DISPATCH FEES	3,465.00
TOTAL FOR: MUSKEGON CHARTER TOWNSHIP				3,465.00
MUTRE	MUSKEGON COUNTY TREASURER'S	0000174600	DOG TAGS - AUG-2019	171.00
	STATEMENT		WASTE WATER/BONDS	81,707.51
TOTAL FOR: MUSKEGON COUNTY TREASURER'S				81,878.51
GARR	PATRICK E. GARRETT	STATEMENT	PERFORMANCE - IRISH CHRISTMAS IN AMERICA	500.00
TOTAL FOR: PATRICK E. GARRETT				500.00
REP	REPUBLIC SERVICES #240	0240-007635167	WASTE REMOVAL - CITY HALL, DPW & PLAYHOUSE	306.00
TOTAL FOR: REPUBLIC SERVICES #240				306.00
MISC	RING LLC	87EC205-0003	VIDEO DOORBELL	30.00
TOTAL FOR: RING LLC				30.00
MISC	RIVER RAT CANOE RENTAL	STATEMENT	TEAM BUILDING SESSION	195.00
TOTAL FOR: RIVER RAT CANOE RENTAL				195.00
COX	RONNY COX	STATEMENT	PERFORMANCE - RONNY COX	2,000.00
TOTAL FOR: RONNY COX				2,000.00
SAMS	SAM'S CLUB/GECF	3246777834	EXAM GLOVES/100 CT X QTY 6	75.56
	STATEMENT		TABLES - QTY 8	399.84
TOTAL FOR: SAM'S CLUB/GECF				475.40

Vendor Code	Vendor Name	Description	Amount
SBAM	SBAM PLAN		
	INVOICE		
	OCT-2019	PREMIUM - OCT-2019	18,856.73
TOTAL FOR: SBAM PLAN			18,856.73
CAMPOS	SERVANDO CAMPOS		
	STATEMENT	SOUND BOARD OPERATOR - RONNY COX	200.00
TOTAL FOR: SERVANDO CAMPOS			200.00
SHO	SHORELINE INSPECTION SERVICE LLC		
	STATEMENT	ANNUAL TRAINING/MILEAGE EXPENSES	350.00
TOTAL FOR: SHORELINE INSPECTION SERVICE LLC			350.00
STAND	STANDARD SUPPLY & LUMBER		
	STATEMENT	LUMBER	43.20
TOTAL FOR: STANDARD SUPPLY & LUMBER			43.20
WWKR	SYNERGY MEDIA INC		
	STATEMENT	RADIO MARKETING	530.00
TOTAL FOR: SYNERGY MEDIA INC			530.00
THTIX	THUNDERTIX		
	STATEMENT	TICKET AGENT	1,102.28
TOTAL FOR: THUNDERTIX			1,102.28
TROPW	TROPHY CENTER OF WEST MICHIGAN		
	10262	GOLD PLATES/FREE LITTLE LIBRARIES - QTY 3	36.00
TOTAL FOR: TROPHY CENTER OF WEST MICHIGAN			36.00
USABL	USA BLUE BOOK		
	02007-998121	CHLORINE TUBES - CHECK VALVES & DPD	379.62
TOTAL FOR: USA BLUE BOOK			379.62
VERIZ	VERIZON WIRELESS		
	9837029382	ON CALL PAGER	12.16
TOTAL FOR: VERIZON WIRELESS			12.16
VORT	VORTEX USA		
	DEP01	SPLASH PAD-GOODRICH PARK/PROJECT 29983	27,100.00
TOTAL FOR: VORTEX USA			27,100.00
WALMART	WALMART		
	STATEMENT	OPERATING SUPPLIES - CANOPY	40.47
TOTAL FOR: WALMART			40.47
MISC	WEBSTAUANT STORE		
	43537231	POPCORN CUPS/24 OZ - 1 CASE OF 1000	84.59
TOTAL FOR: WEBSTAUANT STORE			84.59
WLAUT	WHITE LAKE AUTOMOTIVE		
	STATEMENT	PARTS/SUPPLIES	151.95
TOTAL FOR: WHITE LAKE AUTOMOTIVE			151.95

Vendor Code	Vendor Name	Description	Amount
WLEXC	WHITE LAKE EXCAVATING		
	61623	BLACK DIRT - 5.58 TONS	65.96
TOTAL FOR: WHITE LAKE EXCAVATING			65.96
WLNUR	WHITE LAKE NURSERY		
	STATEMENT	PARTS/SUPPLIES	238.48
TOTAL FOR: WHITE LAKE NURSERY			238.48
WHIVE	WHITEHALL VENTURES INC		
	SEPT-2019	LEASE - SEPT-2019	145.00
TOTAL FOR: WHITEHALL VENTURES INC			145.00
WORKBOX	WORKBOX STAFFING		
	173595-173883	TEMPORARY SERVICES - CLEMENT	1,046.75
TOTAL FOR: WORKBOX STAFFING			1,046.75
TOTAL - ALL VENDORS			187,167.18

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL
 EXP CHECK RUN DATES 09/20/2019 - 09/20/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 24, 2019

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 000 648					
101-000-259.004	DUE TO FLEX FUND	ALYSSA SEEVER	09/17/19	FLEX	81.24
101-000-259.004	DUE TO FLEX FUND	BRANDON L MAHONEY	09/17/19	FLEX	62.88
101-000-259.004	DUE TO FLEX FUND	BRENDA BOURDON	09/17/19	FLEX	16.28
101-000-259.004	DUE TO FLEX FUND	CHRIS MAHONEY	09/17/19	FLEX	30.00
101-000-259.004	DUE TO FLEX FUND	LAURIE H AUDIO	09/17/19	FLEX	199.92
101-000-259.005	DUE TO ALFAC	AFLAC	09/12/19	392141	646.54
101-000-259.007	DUE TO COUNTY-DOG TAGS	MUSKOGON COUNTY TREASURE	09/15/19	0000174600	171.00
Total For Dept 000 648					1,207.86
Dept 111 CITY CLERK					
101-111-727.000	OFFICE SUPPLIES	AMAZON.COM	08/27/19	113-5140979-7145824	20.96
Total For Dept 111 CITY CLERK					20.96
Dept 172 ADMINISTRATION					
101-172-850.000	TELEPHONE	MUSKOGON CENTRAL DISPATC	09/08/19	I-2019-066	527.30
101-172-960.000	EDUCATION & TRAINING	ALYSSA SEEVER	09/17/19	STATEMENT	142.68
Total For Dept 172 ADMINISTRATION					669.98
Dept 195 ELECTIONS					
101-195-727.000	OFFICE SUPPLIES	AMAZON.COM	08/27/19	113-5140979-7145824	19.23
101-195-727.000	OFFICE SUPPLIES	ELECTION SOURCE	09/05/19	19-44699	24.92
101-195-962.000	OTHER EXPENSES	ALDI	08/05/19	STATEMENT	21.27
101-195-962.000	OTHER EXPENSES	LITTLE CAESARS PIZZA	08/06/19	857	16.41
Total For Dept 195 ELECTIONS					81.83
Dept 265 CITY HALL BLDG & GROUNDS					
101-265-757.000	OPERATING SUPPLIES	ACTION FLAG CO	08/12/19	30421	153.38
101-265-757.000	OPERATING SUPPLIES	GORDON FOOD SERVICE	09/11/19	828421344	55.98
101-265-775.000	REPAIRS & MAINT SUPPLIES	WHITE LAKE NURSERY	08/31/19	STATEMENT	25.95
101-265-818.700	CONTRACTUAL SERVICES-CLEANERS	EDWARDS JANITORIAL SERVI	09/05/19	WHDPW2019-09-CH2019-	350.53
101-265-920.000	PUBLIC UTILITIES	CONSUMER'S ENERGY	08/29/19	STATEMENT	1,207.89
Total For Dept 265 CITY HALL BLDG & GROUNDS					1,793.73
Dept 276 CEMETERY					
101-276-818.700	CONTRACTUAL SERVICES-TEMPORARY	WORKBOX STAFFING	09/15/19	173595-173883	523.38
101-276-933.000	EQUIPMENT MAINTENANCE	WHITE LAKE AUTOMOTIVE	08/31/19	STATEMENT	1.15
101-276-933.000	EQUIPMENT MAINTENANCE	WHITE LAKE NURSERY	08/31/19	STATEMENT	93.90
Total For Dept 276 CEMETERY					618.43
Dept 301 POLICE					
101-301-727.000	OFFICE SUPPLIES	RING LLC	08/28/19	87EC205-0003	30.00
101-301-757.000	OPERATING SUPPLIES	SAM'S CLUB/GEFC	08/06/19	3246777834	75.56
101-301-757.000	OPERATING SUPPLIES	WALMART	08/26/19	STATEMENT	40.47
101-301-759.000	UNIFORMS, LAUNDRY, CLEANING	BLAUER	08/06/19	WR19145852	101.94
101-301-850.000	DISPATCH	MUSKOGON CHARTER TOWNSHI	09/13/19	1900011941	3,465.00
101-301-920.000	UTILITIES-EMERGENCY SIRENS	CONSUMER'S ENERGY	08/29/19	STATEMENT	18.96
Total For Dept 301 POLICE					3,731.93
Dept 442 SIDEWALKS					
101-442-775.000	REPAIRS & MAINT SUPPLIES	STANDARD SUPPLY & LUMBER	08/31/19	STATEMENT	24.00
Total For Dept 442 SIDEWALKS					24.00

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Fund 101 GENERAL OPERATING FUND					
Dept 448 STREET LIGHTING					
101-448-920.000	PUBLIC UTILITIES	CONSUMER'S ENERGY	08/29/19	STATEMENT	1,943.83
			Total For Dept 448 STREET LIGHTING		1,943.83
Dept 525 SANITATION					
101-525-818.000	CONTRACTUAL SERVICES	REPUBLIC SERVICES #240	08/31/19	0240-007635167	60.00
			Total For Dept 525 SANITATION		60.00
Dept 751 PARKS DEPARTMENT					
101-751-775.000	REPAIRS & MAINT SUPPLIES	STANDARD SUPPLY & LUMBER	08/31/19	STATEMENT	19.20
101-751-775.000	REPAIRS & MAINT SUPPLIES	WHITE LAKE NURSERY	08/31/19	STATEMENT	11.57
101-751-818.700	CONTRACTUAL SERVICES-TEMPORARY	WORKBOX STAFFING	09/15/19	173595-173883	523.37
101-751-920.000	PUBLIC UTILITIES	CONSUMER'S ENERGY	08/29/19	STATEMENT	79.76
101-751-933.000	EQUIPMENT MAINTENANCE	WHITE LAKE AUTOMOTIVE	08/31/19	STATEMENT	1.14
101-751-933.000	EQUIPMENT MAINTENANCE	WHITE LAKE NURSERY	08/31/19	STATEMENT	107.06
101-751-962.000	OTHER EXPENSES	DBA / KIRBY BUILT	09/17/19	SOKSAI455	1,194.37
101-751-974.000	SPLASH PAD	VORTEX USA	09/06/19	DEP01	27,100.00
			Total For Dept 751 PARKS DEPARTMENT		29,036.47
Dept 851 FRINGE BENEFITS					
101-851-719.600	FRINGE-HEALTH INS	SBAM PLAN	09/17/19	OCT-2019	18,257.89
101-851-719.601	FRINGE BENEFITS-RETIREE HEALTH	SBAM PLAN	09/17/19	OCT-2019	598.84
101-851-719.650	FRINGE-OPTICAL	ALYSSA SEAVER	09/17/19	OPTICAL	90.00
101-851-719.650	FRINGE-OPTICAL	ALYSSA SEAVER	09/19/19	OPTICAL	137.00
101-851-719.685	FRINGE-MISCELLANEOUS	RIVER RAT CANOE RENTAL	08/03/19	STATEMENT	195.00
			Total For Dept 851 FRINGE BENEFITS		19,278.73
Dept 896 OTHER EXPENSES					
101-896-962.000	OTHER EXPENSES	TROPHY CENTER OF WEST MI	09/05/19	10262	36.00
			Total For Dept 896 OTHER EXPENSES		36.00
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINT					
202-463-757.000	OPERATING SUPPLIES	WHITE LAKE EXCAVATING	09/10/19	61623	32.98
202-463-818.000	CONTRACTUAL SERVICES	ASPHALT PAVING INC	09/11/19	S124-19	650.00
			Total For Dept 463 ROUTINE MAINT		682.98
Dept 474 TRAFFIC SERVICES					
202-474-920.000	PUBLIC UTILITIES	MI DEPT OF TRANSPORTATIO	09/05/19	591-10431445	105.96
			Total For Dept 474 TRAFFIC SERVICES		105.96
Fund 203 LOCAL STREET FUND					
Dept 463 ROUTINE MAINT					
203-463-757.000	OPERATING SUPPLIES	WHITE LAKE EXCAVATING	09/10/19	61623	32.98
203-463-818.000	CONTRACTUAL SERVICES	ASPHALT PAVING INC	09/11/19	S124-19	1,040.00
			Total For Dept 463 ROUTINE MAINT		1,072.98
			Total For Fund 203 LOCAL STREET FUND		1,072.98

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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 245 TAX INCREMENT FINANCE AUTHORITY #3					
Dept 000 648					
245-000-818.400	CONTRACTUAL SERVICES-DOWNTOWN R	WHITEHALL VENTURES INC	09/06/19	SEPT-2019	145.00
			Total For Dept 000 648		145.00
Dept 300 DOWNTOWN STREETSCAPE					
245-300-921.000	ELECTRICAL-PEDESTRIAN LIGHTS	CONSUMER'S ENERGY	08/29/19	STATEMENT	103.94
			Total For Dept 300 DOWNTOWN STREETSCAPE		103.94
Fund 249 BUILDING INSPECTION DEPARTMENT					
Dept 000 648					
249-000-818.000	ANNUAL TRAINING/MILEAGE	SHORELINE INSPECTION SER	09/17/19	STATEMENT	350.00
			Total For Dept 000 648		350.00
Fund 580 PLAYHOUSE					
Dept 000 648					
580-000-757.000	OPERATING SUPPLIES-TABLECLOTHS	BETH BEAMAN	08/29/19	STATEMENT	29.34
580-000-757.310	OPERATING SUPPLIES-S.S. LIGHTS/	AMAZON.COM	08/03/19	STATEMENT	25.39
580-000-757.310	OPERATING SUPPLIES-FILE CABINET	BETH BEAMAN	08/29/19	STATEMENT	65.71
580-000-757.500	OPERATING SUPPLIES-S.S. SNACKS	WEBSTAIRANT STORE	08/23/19	43537231	84.59
580-000-805.000	MARKETING	SYNERGY MEDIA INC	09/03/19	STATEMENT	530.00
580-000-818.000	CONTRACTUAL SERVICES-	REPUBLIC SERVICES #240	08/31/19	0240-007635167	50.00
580-000-818.400	CONTRACTUAL SERVICES-MUSIC	PATRICK E. GARRETT	09/17/19	STATEMENT	500.00
580-000-818.600	C/S- SOUND TECHNICIANS-RONNY CO	RONNY COX	09/07/19	STATEMENT	2,000.00
580-000-850.000	TELEPHONE	SERVANDO CAMPOS	09/07/19	STATEMENT	200.00
580-000-920.000	PUBLIC UTILITIES	CHARTER COMMUNICATIONS	07/25/19	0056489072519	279.98
580-000-955.000	COST OF SALES-MERCHANDISE	CONSUMER'S ENERGY	08/29/19	STATEMENT	1,306.37
580-000-965.000	TICKET AGENT FEES	2G SHIRTS	08/27/19	009-011	276.00
580-000-976.000	EQUIPMENT	THUNDER TIX	08/23/19	STATEMENT	1,102.28
580-000-976.000	EQUIPMENT	MENARDS-MUSKEGON	08/13/19	STATEMENT	128.45
		SAM'S CLUB/GEFC	08/13/19	STATEMENT	399.84
			Total For Dept 000 648		6,977.95
Fund 590 SEWER FUND					
Dept 562 SEWER CUSTOMER ACCOUNTS					
590-562-850.000	TELEPHONE	CHARTER COMMUNICATIONS	09/05/19	0038420090519	57.49
			Total For Dept 562 SEWER CUSTOMER ACCOUNTS		57.49
Dept 564 SEWER PUMPING					
590-564-920.000	PUBLIC UTILITIES	CONSUMER'S ENERGY	08/29/19	STATEMENT	7.31
590-564-920.000	PUBLIC UTILITIES	FRONTIER	09/05/19	STATEMENT	38.71
			Total For Dept 564 SEWER PUMPING		46.02
Dept 566 WASTEWATER SYSTEM-GALLONAGE					
590-566-951.000	WASTEWATER SYSTEM-GALLONAGE	MUSKEGON COUNTY TREASURE	09/15/19	STATEMENT	52,380.16
590-566-951.100	WASTEWATER SYS-GALLONAGE - BOND	MUSKEGON COUNTY TREASURE	09/15/19	STATEMENT	29,327.35
			Total For Dept 566 WASTEWATER SYSTEM-GALLONAGE		81,707.51

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL
 EXP CHECK RUN DATES 09/20/2019 - 09/20/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 24, 2019

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 590 SEWER FUND					
Dept 568 SEWER T & D	TELEPHONE	VERIZON WIRELESS	08/28/19	9837029382	6.08
590-568-850.000			Total For Dept 568 SEWER T & D		6.08
Fund 591 WATER FUND					
Dept 540 WATER ADMINISTRATION	CONFERENCES & WORKSHOPS	MI DEPT OF ENVIRONMENTAL	08/27/19	STATEMENT	140.00
591-540-957.000			Total For Dept 540 WATER ADMINISTRATION		140.00
Dept 542 WATER CUSTOMER ACCOUNTS	TELEPHONE	CHARTER COMMUNICATIONS	09/05/19	0038420090519	57.49
591-542-850.000			Total For Dept 542 WATER CUSTOMER ACCOUNTS		57.49
Dept 546 WATER SOURCE PLANT	OPERATING SUPPLIES	USA BLUE BOOK	09/06/19	02007-998121	301.93
591-546-757.000			Total For Dept 546 WATER SOURCE PLANT		301.93
Dept 548 WATER T & D	REPAIRS & MAINT SUPPLIES	USA BLUE BOOK	09/06/19	02007-998121	77.69
591-548-775.000			08/31/19	STATEMENT	6.29
591-548-775.000			08/28/19	9837029382	6.08
591-548-850.000			Total For Dept 548 WATER T & D		90.06
Fund 594 MARINA FUND					
Dept 000 648	TELEPHONE	CHARTER COMMUNICATIONS	09/05/19	0038420090519	589.48
594-000-850.000			09/05/19	STATEMENT	74.99
594-000-850.000			08/29/19	STATEMENT	48.61
594-000-920.000	PUBLIC UTILITIES	CONSUMER'S ENERGY	Total For Dept 000 648		717.88
			Total For Fund 594 MARINA FUND		841.48
Fund 661 MOTOR POOL FUND					
Dept 000 648	GASOLINE-5,000G	MERLE BOES INC	09/09/19	1442911	8,845.00
661-000-111.000			09/09/19	WO AAG1055945	550.00
661-000-781.000	REPAIR PARTS AND SUPPLIES	MEEKHOF TIRE OF MUSKOGON	09/10/19	729694-81/730096-81	2,233.38
661-000-781.000			08/31/19	STATEMENT	143.37
661-000-781.000	REPAIR PARTS AND SUPPLIES	WHITE LAKE AUTOMOTIVE	09/11/19	90213	38.96
661-000-818.000	CONTRACTUAL SERVICES	MILLER'S OIL AND LUBE EX	08/31/19	0240-007635167	196.00
661-000-818.000	CONTRACTUAL SERVICES	REPUBLIC SERVICES #240	09/05/19	WHDPW2019-09-CH2019-	237.18
661-000-818.700	CONTRACTUAL SERVICES-CLEANERS	EDWARDS JANITORIAL SERVI	09/05/19	STATEMENT	60.42
661-000-850.000	TELEPHONE	FRONTIER	09/16/19	STATEMENT	23,672.25
661-000-850.000	EQUIPMENT	GREAT LAKES FORD	Total For Dept 000 648		35,976.56
			Total For Fund 661 MOTOR POOL FUND		35,976.56

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL
 EXP CHECK RUN DATES 09/20/2019 - 09/20/2019
 BOTH JOURNALIZED AND UNJOURNALIZED
 BOTH OPEN AND PAID
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 24, 2019

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
	Fund Totals:				
	Fund 101 GENERAL OPERATING FUND				58,503.75
	Fund 202 MAJOR STREET FUND				788.94
	Fund 203 LOCAL STREET FUND				1,072.98
	Fund 245 TAX INCREMENT FINANCE				248.94
	Fund 249 BUILDING INSPECTION DE				350.00
	Fund 580 PLAYHOUSE				6,977.95
	Fund 590 SEWER FUND				81,817.10
	Fund 591 WATER FUND				589.48
	Fund 594 MARINA FUND				841.48
	Fund 661 MOTOR POOL FUND				35,976.56
	Total For All Funds:				187,167.18

Muskegon Central Dispatch 9-1-1
BOARD OF DIRECTORS
MEETING MINUTES
July 10, 2019

The July 10, 2019 Muskegon Central Dispatch 9-1-1 Board of Directors meeting held at Montague City Hall was called to order at 1:32 p.m. by Chairman Chandler.

Members present: Anthony Chandler, Dir. Admin Services/Asst to City Admin, City of Norton Shores
Sam Janson, City Manager, City of North Muskegon
Heidi Tice, Supervisor, Fruitport Charter Township
Scott Huebler, City Manager, City of Whitehall
Mark Eisenbarth, County Administrator, County of Muskegon
Jeff Auch, City Manager, City of Montague
Frank Peterson, City Manager, City of Muskegon
Chris McIntire, Lieutenant, Michigan State Police
Jared Olson, City Manager, City of Roosevelt Park

Absent: Jennifer Hernandez, Township Supervisor, Muskegon Charter Township
Lori Doody, Interim City Manager, City of Muskegon Heights

Staff present: Shawn Grabinski, Executive Director, Muskegon Central Dispatch 9-1-1
Nick Martin, Operations Manager, Muskegon Central Dispatch 9-1-1
Rebecca Injerd, Administrative Assistant, Muskegon Central Dispatch 9-1-1

Others present: Ed Viverette, City of North Muskegon, Chief of Police
Jeff Lewis, City of Muskegon, Director of Public Safety
Mark Meyers, City of Norton Shores, City Administrator
Rich Warner, Emergency Management

APPROVAL OF THE AGENDA

Moved by Mr. Huebler, seconded by Mr. Janson to approve the July 10, 2019 agenda.
Motion carried.

MINUTES OF THE JUNE 12, 2019 MEETING

Moved by Mr. Auch, seconded by Mr. Peterson to approve the June 12, 2019 meeting minutes. Motion carried.

REPORTS

JUNE 2019 MONTHLY FINANCIALS

Moved by Mr. Eisenbarth, seconded by Mr. Huebler to approve the June 2019 Monthly Financials. Motion carried.

DIRECTOR'S REPORT

As submitted. Director Grabinski updated the group about the most recent employee departure.

MCT COMMITTEE

No meeting. Member selections are being made.

800 MHz IMPLEMENTATION COMMITTEE

No meeting. Police Chiefs were named this morning. Other member selections are being made.

Moved by Mr. Eisenbarth, seconded by Mr. Auch to nominate Mr. Janson to serve as Board representative on the 800 MHz Implementation Committee. Motion carried.

OLD BUSINESS

EXECUTIVE DIRECTOR RECRUITMENT

Mr. Peterson briefed the Board on the response to the committee's recruitment efforts as well as their proposal to proceed with the qualified candidates.

Moved by Mr. Eisenbarth, seconded by Mr. Olson to hold special meetings on July 22, 2019 at 2:00 pm, and on July 23, 2019 at 9:00 a.m. in the Community Room at the Muskegon Central Fire Station at 770 Terrace Street. Motion carried.

Moved by Mr. Auch, seconded by Mr. McIntire to invite the six interested candidates to the Board Special Meetings on July 22 and July 23, 2019. Motion carried.

800 MHz CONSULTING INFORMATION

Director Grabinski led the discussion, stating Televate is the company providing services to Kent and Ingham Counties. Mr. McIntire confirmed that the services Televate provided to Kent County has been beneficial. Board consensus is to wait until new Executive Director is hired to proceed.

NEW BUSINESS

FY2019 PROPOSED BUDGET REVISIONS

Director Grabinski informed the group that after revisions were calculated and sent, she became aware that it is likely MCD may receive more revenue from surcharges than anticipated. It appears that some cell companies are beginning to charge the updated surcharge fee.

Moved by Mr. Peterson, seconded by Mr. Huebler to approve the FY2019 Proposed Budget Revisions, as presented, with an additional \$5,000 in the Advertising Account to cover the anticipated Executive Director recruiting expenses. Motion carried.

FY2020 PROPOSED BUDGET

Discussion regarding assessment formula for departments and possibility of changing or updating the calculation next year. Ms. Tice asked about turnover. Director Grabinski explained, at length, industry challenges. Mr. Peterson, referring to assessment formula, stated 3 or 4 entities bear most of cost. His feeling is that 90% Police to 10% Fire ratio is not a reasonable ratio.

Moved by Mr. Peterson, seconded by Mr. McIntire to approve the FY2020 Proposed Budget as presented. Motion carried.

DUO FACTOR (ADVANCED) AUTHENTICATION

Director Grabinski presented FBI Audit findings and discussed options.

Moved by Mr. Peterson, seconded by Mr. Huebler to approve the purchase of ESET Secure Authentication 3-year subscription and to purchase hardware, based on each department preference, to be billed back to the department. Motion carried.

SYSTEM SUPPORT TECHNICIAN

Moved by Mr. Janson, seconded by Mr. Peterson to approve the hiring of a System Support Technician. Motion carried.

COMMENT

ADMINISTRATIVE

Mr. Eisenbarth asked if a committee needs to be formed to look at assessment formula. Consensus was that the Coordinating Committee will look at it in the near future.

PUBLIC

None.

NEXT MEETING

The next meeting will be a special meeting on Monday, July 22, 2019 at 2:00 p.m. at Muskegon Central Fire Station, Community Room.

ADJOURNMENT

The meeting adjourned at 2:05 p.m.

Respectfully submitted,

Rebecca Injerd, Administrative Assistant

Date

Anthony Chandler, Chairman

Date

DRAFT

Muskegon Central Dispatch 9-1-1
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
July 22, 2019

The July 22, 2019 Muskegon Central Dispatch 9-1-1 Board of Directors special meeting, for Executive Director hiring process - meet and greet, held at Muskegon Fire Central Station, Community Room was called to order at 2:02 p.m. by Chairman Chandler.

Members present: Anthony Chandler, Dir. Admin Services/Asst to City Admin, City of Norton Shores
Jennifer Hernandez, Township Supervisor, Muskegon Charter Township
Roger Squiers, Police Chief, City of Whitehall
Frank Peterson, City Manager, City of Muskegon
Jared Olson, City Manager, City of Roosevelt Park
Heidi Tice, Supervisor, Fruitport Charter Township
Sam Janson, City Manager, City of North Muskegon

Absent: Mark Eisenbarth, County Administrator, County of Muskegon
Lori Doody, Interim City Manager, City of Muskegon Heights
Chris McIntire, Lieutenant, Michigan State Police
Scott Huebler, City Manager, City of Whitehall
Jeff Auch, City Manager, City of Montague

Staff present: Shawn Grabinski, Executive Director, Muskegon Central Dispatch 9-1-1
Rebecca Injerd, Administrative Assistant, Muskegon Central Dispatch 9-1-1

Others present: Jeff Lewis, Director of Public Safety, City of Muskegon,
Dave Glotzbach, Fire Chief, Muskegon Charter Township
Edward Viverette, Police Chief, City of North Muskegon
Mark Meyers, City Administrator, City of Norton Shores

APPROVAL OF THE AGENDA

Moved by Mr. Peterson, seconded by Ms. Hernandez to approve the July 22, 2019 agenda.
Motion carried.

OLD BUSINESS

Executive Director Recruitment

Mr. Peterson provided the BOD members a brief summary of the hiring process for the replacement of the current Executive Director, Shawn Grabinski. A sub-committee was formed with Ms. Hernandez, Mr. Huebler, Mr. Eisenbarth, Mr. Olson, and himself. The committee was tasked with establishing a process and narrowing the number of applicants to a manageable number for the full board.

He indicated there were 32 applications received from throughout the United States with 11 candidates having experience as an Executive Director within a 9-1-1 center. Out of the 32 resumes received, the sub-committee narrowed the list to 13 potential candidates. There were six selected for the first round interviews with a secondary list if needed. The first six were given the opportunity for a general fifteen minute phone interview to answer basic

questions. It was determined from the first interview process that all would be moved onto to meet the full board.

The six candidates were:

- 1 - Nicholas Martin, Norton Shores, Michigan
- 2 - Becky Neugent, Jackson, Alabama
- 3 - Johnny Platt, Muscatine, Iowa
- 4 - Robert Radtke, College Station, Texas
- 5 - Daryl Recker, Grand Rapids, Michigan
- 6 - Jason Wolford, Newaygo, Michigan

Each candidate was present, except for Robert Radtke, who was excused from this process due to a previous teaching commitment. Each candidate was asked to give a brief oral introduction about themselves. After the introductions, the candidates and members were encouraged to mingle and get to know one another in an open format.

COMMENT

ADMINISTRATIVE

None

PUBLIC

None

NEXT MEETING

The next special meeting is scheduled for 09:00 a.m. on Tuesday, July 23, 2019 at Muskegon Fire Department Central Station Community Room.

ADJOURNMENT

Moved by Mr. Peterson, seconded by Mr. Chandler to adjourn at 3:40 p.m. Motion carried.

Respectfully submitted,

Shawn M. Grabinski, Executive Director

Date

Anthony Chandler, Chairman

Date

Muskegon Central Dispatch 9-1-1
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
July 23, 2019

The July 23, 2019 Muskegon Central Dispatch 9-1-1 Board of Directors special meeting, for Executive Director hiring process – formal interviews, held at Muskegon Fire Department Central Station, Community Room was called to order at 09:08 a.m. by Chairman Chandler.

Members present: Anthony Chandler, Dir. Admin Services/Asst to City Admin, City of Norton Shores
Jennifer Hernandez, Township Supervisor, Muskegon Charter Township
Scott Huebler, City Manager, City of Whitehall
Frank Peterson, City Manager, City of Muskegon
Jared Olson, City Manager, City of Roosevelt Park
Heidi Tice, Supervisor, Fruitport Charter Township
Edward Viverette, Police Chief, City of North Muskegon
Jeff Auch, City Manager, City of Montague

Absent: Mark Eisenbarth, County Administrator, County of Muskegon
Lori Doody, Interim City Manager, City of Muskegon Heights
Chris McIntire, Lieutenant, Michigan State Police

Staff present: Shawn Grabinski, Executive Director, Muskegon Central Dispatch 9-1-1

Others present: Dave Glotzbach, Fire Chief, Muskegon Charter Township
Richard Warner, Emergency Manager, Muskegon County

APPROVAL OF THE AGENDA

*Moved by Ms. Hernandez, seconded by Mr. Peterson to approve the July 23, 2019 agenda.
Motion carried.*

OLD BUSINESS

Executive Director Recruitment-Formal interviews

Each candidate was provided an hour to answer the 19 formatted questions that were asked by the Muskegon County HR moderator. The Board members were allowed to ask follow up questions of the candidate at the end of the questions.

The following interview schedule was provided by Mr. Peterson in the following order:

09:15 Becky Neugent, Jackson, Alabama
10:30 Johnny Platt, Muscatine, Iowa
11:45 Nicholas Martin, Norton Shores, Michigan
1:30 Daryl Recker, Grand Rapids, Michigan
2:45 Jason Wolford, Newaygo, Michigan
4:00 Robert Radtke, College Station, Texas

Each candidate was present, except for Robert Radtke, who was excused due to previous teaching commitment but he had a phone interview.

The interviews began at 09:15 a.m.

The morning candidates were all on time and after each interview, the candidates were discussed.

Motion by Ms. Hernandez, seconded by Mr. Peterson for recess 12:40. Motion carried.

Motion by Mr. Auch, seconded by Ms. Hernandez to move back into session. Motion carried.

The afternoon candidates were all on time and after each interview, the candidates were discussed. Mr. Radtke's phone interview was moved to 3:30 as the process was moving along quicker than anticipated.

Additional discussion about each candidates' qualifications and how their experience would be beneficial for the agencies with the many upcoming projects. Although, most candidates had credentials that were advantageous, and it was determined that one candidate was most suited to fill the vacancy.

Motion by Mr. Peterson, seconded by Ms. Hernandez to offer Mr. Jason Wolford, contingent on successful completion of a Pre-employment physical, criminal back-ground check, Psychology test and agreed upon contract, the position of Executive Director. Motion passed.

COMMENT

ADMINISTRATIVE

A discussion about the potential contact for Mr. Wolford was questioned, and who would review that contract. Mr. Chandler and Mr. Peterson indicated they would be willing to review the current Executive Director's contract and propose a new one to the Board of Directors. They would make suggestions and provide an updated contract for final review to the board members before having contract discussions with Mr. Wolford.

Motioned by Ms. Hernandez, seconded by Ms. Tice, for a special meeting on August 1, 2019 at 11:30 a.m. at Muskegon Fire Department Central Station to review the proposed new Executive Director's contract. Motion carried.

Mr. Peterson inquired about having an Interim Director as the current Director's last day is July 26, 2019. Discussion about the length of notice Mr. Wolford may need to give his current employer, and the many projects that need to continued attention that an interim Director would be needed. Mr. Huebler suggested to check with temporary hiring agencies that may have a suitable candidate.

Motioned by Mr. Peterson, seconded by Mr. Auch to explore, and if available retain the services of a temporary Interim Director for eight weeks. Motion carried.

COMMENTS

ADMINISTRATIVE

None.

PUBLIC

None.

NEXT MEETING

The next special meeting scheduled for 11:30 a.m. on Thursday, August 1, 2019 at Muskegon Fire Department Central Station-Community room.

ADJOURNMENT

Moved by Ms. Tice, seconded by Mr. Huebler adjourn at 4:25 p.m. Motion carried.

Respectfully submitted,

Shawn M. Grabinski, Executive Director

Date

Anthony Chandler, Chairman

Date

Muskegon Central Dispatch 9-1-1
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
August 1, 2019

The August 1, 2019 Muskegon Central Dispatch 9-1-1 Board of Directors special meeting held at Muskegon Fire Department Central Station was called to order at 11:33 a.m. by Chairman Chandler.

Members present: Anthony Chandler, Dir. Adm Services/Asst to City Admin, City of Norton Shores
Jennifer Hernandez, Township Supervisor, Muskegon Charter Township
Frank Peterson, City Manager, City of Muskegon
Jared Olson, City Manager, City of Roosevelt Park
Heidi Tice, Supervisor, Fruitport Charter Township
Edward Viverette, Police Chief, City of North Muskegon
Susie Hughes, Board Chair, Muskegon County Commission
Lori Doody, Interim City Manager, City of Muskegon Heights
Chris McIntire, Lieutenant, Michigan State Police

Absent: Jeff Auch, City Manager, City of Montague
Scott Huebler, City Manager, City of Whitehall

Staff present: Shawn Grabinski, Interim Director, Muskegon Central Dispatch 9-1-1
Rebecca Injerd, Administrative Assistant, Muskegon Central Dispatch 9-1-1

Others present: Dave Glotzbach, Fire Chief, Muskegon Charter Township

APPROVAL OF THE AGENDA

Moved by Mr. Peterson, seconded by Ms. Tice to approve the August 1, 2019 agenda.
Motion carried.

NEW BUSINESS

Incoming Executive Director Contract

Mr. Peterson detailed the preliminary terms of the contract that had been discussed with Mr. Wolford, incoming Executive Director.

Moved by Mr. Peterson, seconded by Mr. McIntire to accept the Executive Director contract making minor changes in accordance with Muskegon Central Dispatch standard operating guidelines and pending legal approval. Motion carried.

Interim Executive Director

Recently retired Executive Director Grabinski was hired through Good Temps to serve as Interim Executive Director. She will attend all meetings and will work as needed to ensure a seamless transition for the new Director. It is anticipated she will work twenty four to thirty hours per week.

COMMENT

ADMINISTRATIVE

None.

PUBLIC

None.

NEXT MEETING

The next scheduled meeting is Wednesday, August 14, 2019 at Muskegon County Building.

ADJOURNMENT

The meeting adjourned at 12:12 p.m.

Respectfully submitted,

Rebecca Injerd, Administrative Asst.

Date

Anthony Chandler, Chairman

Date



September 6, 2019



T4 P1 599 *****AUTO**ALL FOR AADC 493
City of Whitehall
405 E. Colby
Whitehall, MI 49461-1101

Re: Charter Communications – Upcoming Changes

Dear Franchise Official:

At Charter, locally known as Spectrum, we continue to enhance our services in order to offer more entertainment and communication choices, and to deliver the best value to our customers. We are committed to offering our customers with products and services we are sure they will enjoy.

Programming fees charged by TV networks we carry are the greatest single factor in higher cable prices, and continue to rise. Despite our best efforts to control these costs, this has resulted in a change in the rates we charge our customers.

Effective on or after September 6, 2019, customers are being noticed via bill message of the following monthly pricing changes, which will take effect on or after October 6, 2019. Customer promotional rates will not change until the end of the promotion period.

Services/Products/Equipment	Pricing Adjustment
Broadcast TV Surcharge	Will increase by \$1.51. This reflects the costs incurred from local Broadcast TV Stations
Spectrum Receiver	Will increase by \$0.49 per receiver
Digital Adapter	Will increase by \$2.00 per adapter
Spectrum TV Select	Will increase by \$7.50
Spectrum TV Silver	Will increase by \$7.50
Spectrum TV Gold	Will increase by \$7.50

If you have any questions about this change, please feel free to contact me at (616) 607-2377.

Sincerely,

Marilyn Passmore
Director, Charter State Government Affairs, Michigan
Charter Communications

CITY OF WHITEHALL
Marina Advisory Committee
September 11, 2019

Present

S. Brown, J. Holmstrom, G. Johnson, G. Langlois, M. Morin

Absent

D. Martin, S. Salter

Absent

T. Bolles, S. Huebler

The meeting was called to order by member Langlois at 5:35 p.m.

Approval of Agenda

Motion by Holmstrom, second by Johnson, CARRIED, to approve the agenda as submitted. All ayes.

Approval of Minutes

Motion by Morin, second by Holmstrom, CARRIED, to approve the June 2019 minutes as presented. All ayes.

Communications

The Year to Date Budget and a spreadsheet on financial comparisons of other municipal marinas were discussed.

Marina Managers Report

Manager Bolles reported that it was a good year and he was very impressed with the staff. Algae and high water were obvious concerns of the boaters. While the marina is not a money maker, it really supports the City with a lot of boaters heading downtown to eat and shop. When staff is cleaning in the bathrooms, they are unaware of when a boat pulls up to the gas dock. We should consider some type of bell that could be rung alerting staff. One of the fuel hose reels is very hard to work and might need to be replaced. We might want to consider a cube for credit card orders rather than having to run back to the office to run credit cards for fuel.

Huebler noted we will be looking to install blowers to manage the ice and algae.

Unfinished Business

New Business

A. Slip Rates 2020

Based upon our financials and as a comparison to other seasonal rates on White Lake, staff is recommending that rates for both 30 foot and 45 foot slips be raised by \$300.

Motion by Holmstrom, second by Morin, CARRIED, to recommend to the City Council that the 30' seasonal slip rate be increased to \$1,800 and the 45' slips be increased to \$2,350 for the 2020 boating season. All ayes.

B. Pump Out Rates

The sewage pump out rate has been \$5 for no less than the last 20 seasons. By comparison, other marinas charge an average of \$15.

Langlois suggested we offer free pump outs for boaters buying at least \$100 in fuel.

Motion by Johnson, second by Brown, CARRIED, to recommend to the City Council that the sewage pump out fee be raised to \$10 for seasonal boaters and \$15 for all others. All ayes.

Public Comment

Adjournment

Motion by Johnson, seconded by Morin, CARRIED, to adjourn at 6:14 p.m. All ayes.

**Muskegon Municipal Wastewater Management Committee
Meeting Minutes
August 15, 2019
Muskegon Charter Township**

Members Present

Jennifer Hodges- Muskegon Township
Jerry Bartoszek - Norton Shores
Heidi Tice, Fruitport Township
Sam Janson - City of North Muskegon
Linda Aerts, Cedar Creek Township
Jared Olson, City of Roosevelt Park
Tony Barnes, Dalton Township

John Holter - Egelston Township
Scott Huebler - City of Whitehall
Marcia Jeske - Fruitland Township
Leigh Ann Mikesell, City of Muskegon
Doug Kadzban, City of Muskegon Hts.
Kim Arter, Laketon Township
Jeff Auch, City of Montague

Others Present

David Johnson, Muskegon County
Mike Ortega, MWMC Attorney
Beth Dick, Muskegon County
Mark Meyers, Norton Shores

Matt Farrar, Muskegon County
Mark Eisenbarth, Muskegon County
Jim Edmonson, Muskegon Area First
Jerry Sanders, Muskegon Township

Chairman Scott Huebler called the meeting to order at 1:30 p.m.

1. **Approval of Minutes of the June 20, 2019 Meeting**
Motion by Tony Barnes, seconded by John Holter to approve the June 20, 2019 meeting minutes as presented. Motion Carried.

2. **Directors Report – David Johnson, Wastewater Director**
Director Johnson asked if there were any questions about the July Wastewater Monthly Report.

3. **Communications**

4. **Unfinished Business**

5. **New Business**
 - a. **Five-year Contract between Wastewater and Muskegon Area First**
County Administrator Mark Eisenbarth opened discussion noting that the County was a member and this contract is an opportunity for all Wastewater municipalities to partner with Muskegon Area First (MAF). Who do they represent: Municipalities, Utilities, Chamber, Colleges and private industry. He met with Jim Edmonson, CEO to discuss the reevaluation of MAF. The proposed contract represents a 25% wastewater financial obligation with 75% from the private sector. The mission of the Muskegon Area First is to secure industries to bring flow and jobs.

Mr. Edmonson stated they are talking with Mercy Health, The Community Foundation, Schools,

non-profits and the private sector to form the partnership. The contract will allow for three seats on the board from the Wastewater Committee: 1 - City, 1 - Township and 1 - County.

Chairman Huebler added that the Wastewater budget has been funding Economic Development for several years with the focus on Wastewater users or selling property at the Wastewater site. This new contract will be covering a lot more services.

Member Barnes opened discussion among the members. Many of the Township Supervisors felt they didn't have a voice and asked how MAF will serve our communities.

Member Holter questioned how they can help Eggleston Township and the Township's on the East side of US 31 that don't have the utilities needed for many manufacturers. Mr. Edmonson explained that MAF will work with investors seeking large tracts of land; address planning issues; assist municipalities with commercial corridors; and help with strategic planning in your communities. They are seasoned advisors and will do research and market research.

Member Arter questioned the 2% increase on wastewater fees while being supportive of MAF. She believes the choice to become a member should be individual. Public Works Director Farrar noted that the contract is equal to 1/2 of 1% of the Wastewater's FY2020 budget.

Member Hodges expressed her frustration that this is the first she had heard of Wastewater funding MAF. Don't sell the township's short and questioned the direction that MAF will take us.

Chairman Huebler explained that the Wastewater budget has supported Economic Development in the past. He is supportive and noted that MAF has struggled for the last 18 years with membership and identity. This will be a better organization for us all. This group is looking for a recommendation prior to the contract going before the Board of Public Works and the County Board of Commissioners.

Member Janson encouraged members to look at the bigger picture and make Muskegon County what it can be. Let's think about the future.

Mr. Edmonson is currently working with the transition board and expects the MAF budget will increase from \$190,000/year to \$460 - \$560,000 a year with grants, pledges and commitments. They also will increase staff from two to four to five persons. He will send out additional information.

Board Member Hodges moved, seconded by Board Member Tice to table action on the Five-year contract between the Wastewater Committee and Muskegon Area First for further information. Motion Carried.

b. Proposed FY 2019/2020 Budget

Director Farrar distributed highlights of the wastewater budget and a spreadsheet showing the 10-year CIP: 2% Rate Increase. The spreadsheet defines what the cash could be based on and conforms to the provisions of the MOU. The budget is projecting that cash will be brought down and will be brought down more in future years. The County sat down with the Executive Committee to bring the 2% recommendation before you. He continued that there will eventually

be a deficit in cash but we continue to work on the capital.

Attorney Ortega noted that the MOU intended to clarify the 2010 Master Contract relative to cash and capital. The budget being proposed is based on the MOU language.

Chairman Huebler noted that the 2% increase is looking at the future which the rate study expected a 4.9% increase per year. He continued that the Executive Committee is comfortable with the fund balance, available cash and added that the MOU is working.

Director Johnson, using the printed highlights of the budget, reviewed the contents and concluded with the projected capital spending.

Board Member Tice questioned the increase in wages and vehicle repair program. Board Member Barnes questioned retirement costs and the increase in hauled waste costs. Finance Officer Dick explained that a number of the changes with respect to the employees were due to union negotiations. Director Johnson also responded that the increase in hauled waste only affects the haulers of grease waste. Septic tank and household waste are not being increased.

Board Member Auch moved, seconded by Board Member Mikesell to make a recommendation to approve the budget as presented.

ROLL CALL VOTE:

Ayes: 7

Nays: 5

MOTION CARRIED

7. Adjournment

Chairman Huebler adjourned the meeting at 3:02 p.m.

Respectfully submitted,

Marcia Jeske, Secretary



The Wastewater Department exists to improve the public health of Muskegon County citizens by receiving polluted wastewater, cleaning it up, and returning it the environment for reuse and enjoyment. We recognize the weight of our responsibility as stewards both of the environment and of our system infrastructure which enables us to do our job. Our goal is to offer our service to the people of Muskegon County at the best possible rate without compromising our stewardships.

~David Johnson, Director

FINANCIAL REPORT

Christine Morris / Administrative Analyst

JULY FINANCIAL REPORT

Operating expenditures through the tenth month of the 2019 fiscal year are \$12,301,731, or 77% of the FY2019 budget. Revenues for the same period are \$16,874,219, or 90% of the budget.

FARM REPORT

Ted Costigan / Farm Manager

THE 2019 GROWING SEASON

August weather conditions have allowed the crops to catch up on maturation and have allowed us to bring the lagoon levels down closer to where they've historically been this time of year. The corn has pollinated and is filling out ears nicely. Beans are fully podded and growing well. We had an aerial application of fungicide and insecticide done on the corn the week of the 12th. This application should protect the corn from any pest and disease pressure for the remainder of the year. Tar spot on corn is the new disease to watch out for. It can significantly reduce yields. There have been outbreaks in our area, but we timed the fungicide application to help ward it off.

All of our 2018 corn is sold. We continue to monitor soybean prices to see when we should sell our 2018 crop. Markets have been stagnant, and there is no incentive to sell at current prices. Hopefully with fewer acres planted and mediocre crop conditions throughout the country, the price will climb when processors get a more informed idea of 2019 soybean yields. We have soybean futures locked in at favorable levels, so the lower commodity prices should not impact us in a bad way if we need to sell at harvest to open up storage space for our 2019 crop.

INFRASTRUCTURE MAINTENANCE AND IMPROVEMENT PROJECTS

Vic Singh / Engineer & Dave Johnson / Director

RAPID INFILTRATION BED IMPROVEMENTS

Progress: This month the two RI pumps that were being refurbished by Kennedy Industries in Wixom, MI, were returned to us and put back into operation. So now all four RI pumps have gotten a new lease on life. On the 20th of this month, the D and E beds were completed and put into service, making this project substantially complete.

SOLAR SITE UPDATE

When Consumers Energy submitted their plan to have 6000 MW of solar power in their energy portfolio, regulators ruled that they could directly own/operate only 3000 of the proposed 6000 MW, with the remaining 3000 MW being acquired through Power Purchase Agreements. The regulators have further ruled that for the 3000 MW of solar power plants that Consumers is allowed to own/operate directly, they may not just build them whenever and wherever they want. Instead, they have to take a less direct route using a formal RFP process. So in October of this year, Consumers will send out an RFP for companies to put in 150 MW solar farms for Consumers to own and operate. Since Consumers desires to put in a solar farm on the site that they're leasing from us (i.e., the 2000 acres south of M-46), they have to respond to their own RFP and submit to themselves a proposal utilizing the Wastewater site for a 150 MW solar farm. You might think that they could then simply select their own proposal from among the many that they'll receive in response to their RFP. However, the regulators require that all the proposals be evaluated by an independent administrative bid

manager, thus preventing Consumers from choosing their own proposal. Because solar developers can take advantage of tax credits that Consumers, as a utility, cannot take advantage of, the developers' proposals will have a competitive edge over Consumers'. So even though the Wastewater site is an excellent site for a solar farm, Consumers is pessimistic that they're proposal could win in the October RFP event. Nevertheless, they're still going to try. Early next month they'll be giving tours of our site to five companies who could construct a 150 MW solar farm on it. Whichever of those companies submits the best bid to construct a solar farm, Consumers will in turn use that company's bid to put together their own proposal that they will then submit to themselves in the October bid event. It may sound convoluted, but that's the way the process goes. The bids are due in November, and the proposal evaluation process could easily go into early 2020 before awards are made. If Consumers' proposal should defy expectations and win in the October bid event, construction wouldn't start in earnest until 2021. The required COD (Commercial Operation Date) for the solar farm would be May, 2022. If Consumers' proposal isn't successful this year, another RFP for 150 MW solar farms will be issued next year, and they'll again submit a proposal using the Wastewater site. If that proposal isn't successful, then in the following year (i.e., 2021) an RFP for 250 MW of solar will be issued. Consumers feels that they stand a good chance of submitting a winning proposal in that RFP because they believe they can squeeze 250 MW of solar onto the Wastewater site. That's significantly more than the 150 MW of solar power that were originally expected from the site. The increased number is due to advances in solar energy technology. If the unexpected should happen and Consumers would end up with a winning proposal in one of the RFPs for 150 MW, they would install a 150 MW solar farm on the Wastewater site and then later seek to increase the nameplate capacity to 250 MW. The price tag for Consumers will be high. The cost of putting in a 150 MW solar farm is around \$200M.

ADDRESSING AN ODOR PROBLEM

In May of this year, we received 600,000 gallons of biosolids from a fellow WWTP. Normally that WWTP

would have spread those biosolids on farm fields, but when the heavy spring rains prevented them from doing so, we were their back-up plan for disposal. Typically we put land-applicable biosolids directly in a sludge drying bed rather than having them offloaded into a treatment cell. This practice usually works well for us, but in the case of these biosolids, we had odor issues. We first pumped the water off the top of the biosolids in hope that they would dry out and have less odor. When the odor persisted, we began receiving complaints from our neighbors at the adjacent mobile home park. One of our Wastewater employees suggested that we try covering the biosolids with a layer of straw. He had heard about this technique from EGLE. We decided to try it. Straw is currently in short supply in Michigan, but one of our alfalfa cutters was on site and said that he had some straw he would sell us. He chopped and spread the straw over the offending biosolids on August 2-3. We haven't had any odor complaints since then. I've talked to two people from the mobile home park, and both said that the odor situation has improved.



Not unlike a snow blower, but with straw. Beaver Creek Farms applies a layer of straw to the offending biosolids.

STATISTICAL COMPARISONS

Dave Johnson / Director

FLOWS AND LAGOON LEVELS

Average daily wastewater flow (Fig. 1) received at the WWTP in August was 12.6 MGD, 7.7% higher than the same period last year. Hauled waste flow for August (Fig. 2) was 4.1 MG, 14% higher than the same period last year. The volume of water in the storage lagoons (Fig. 3) near the end of August was 2,705 MG, 14% higher than this time last year.

Figure 1

2017 - 2019 Total Wastewater Monthly Flow in MGD

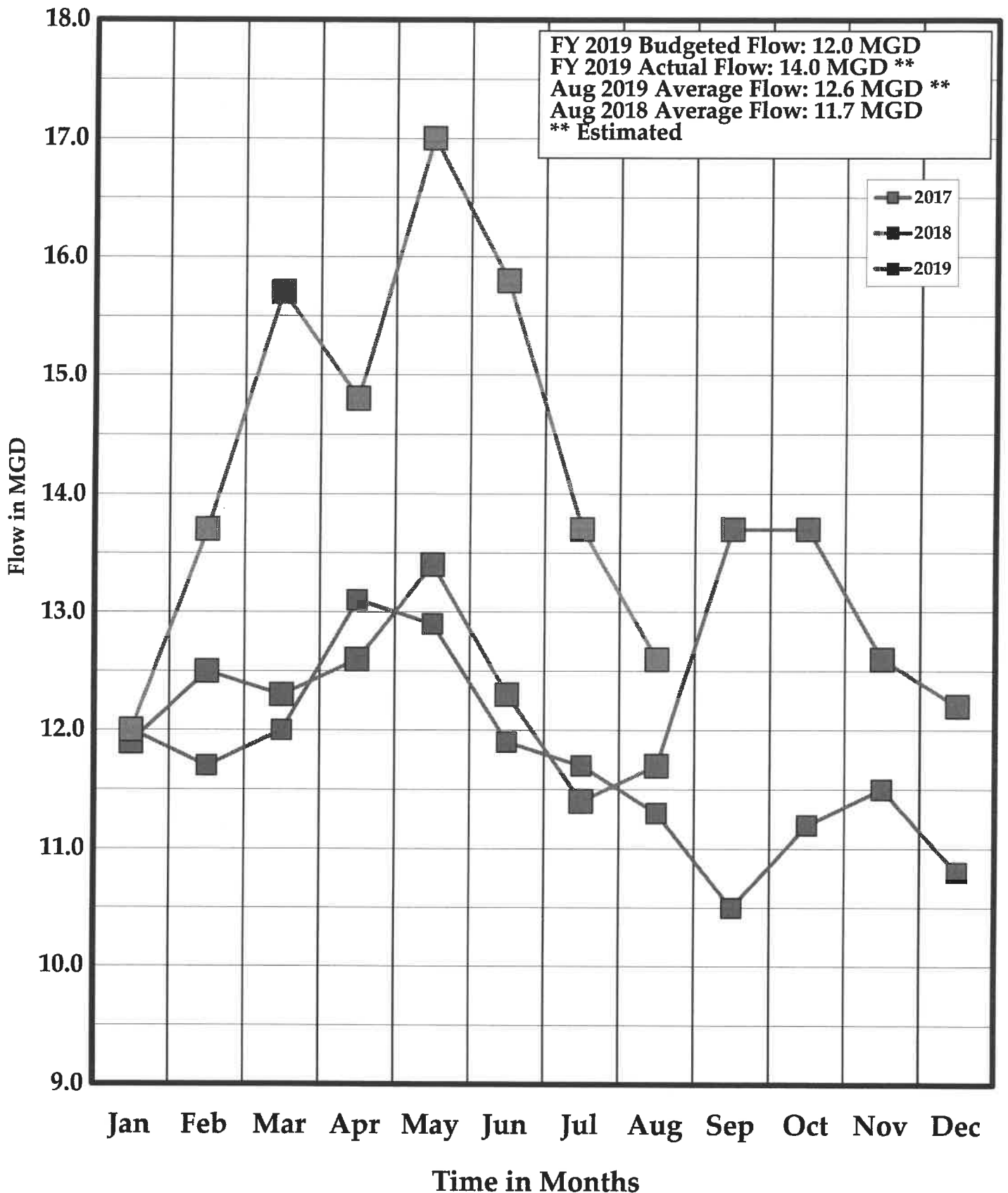


Figure 2

2017 - 2019 Hauled Waste Monthly Volume in Gallons

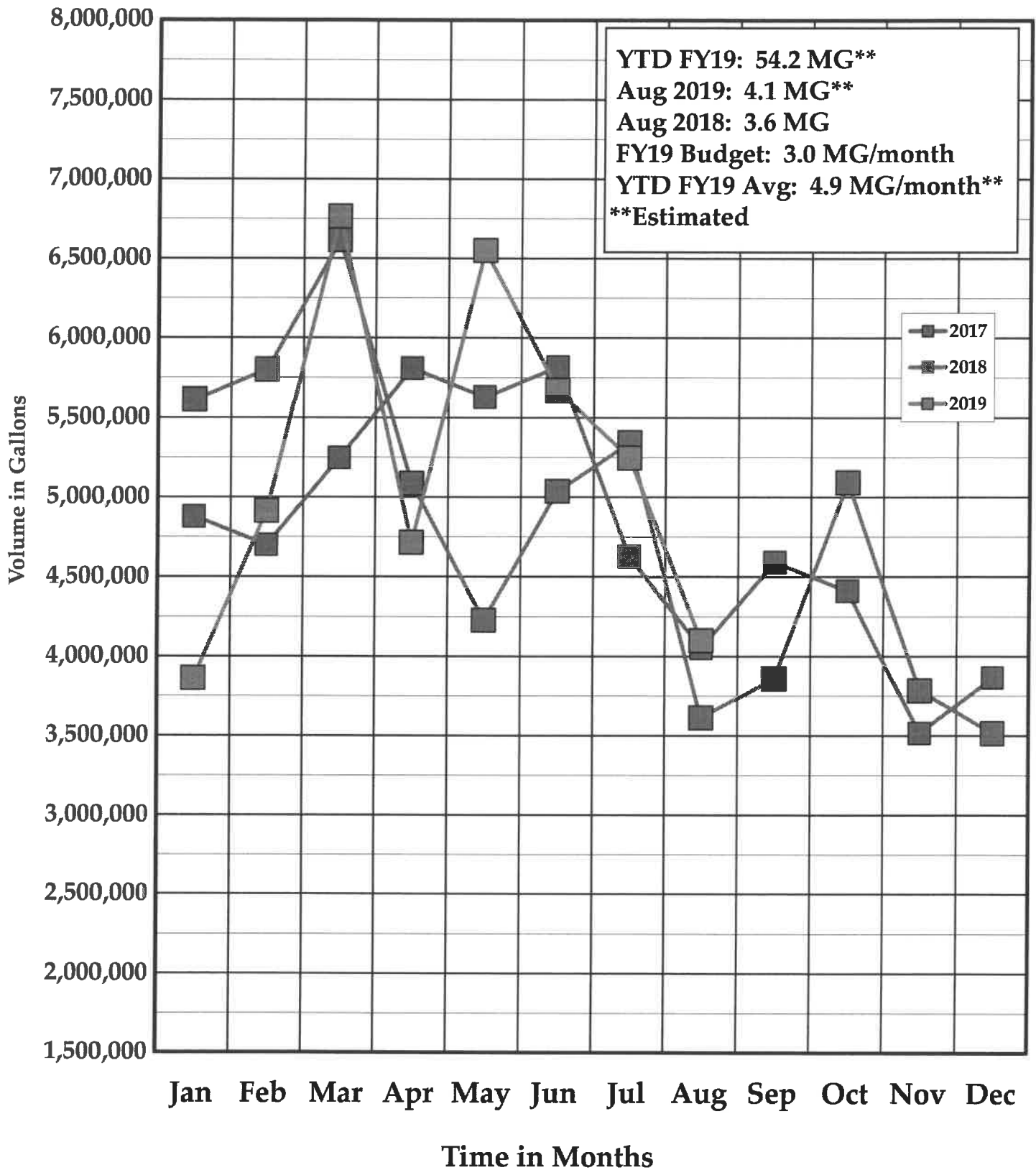
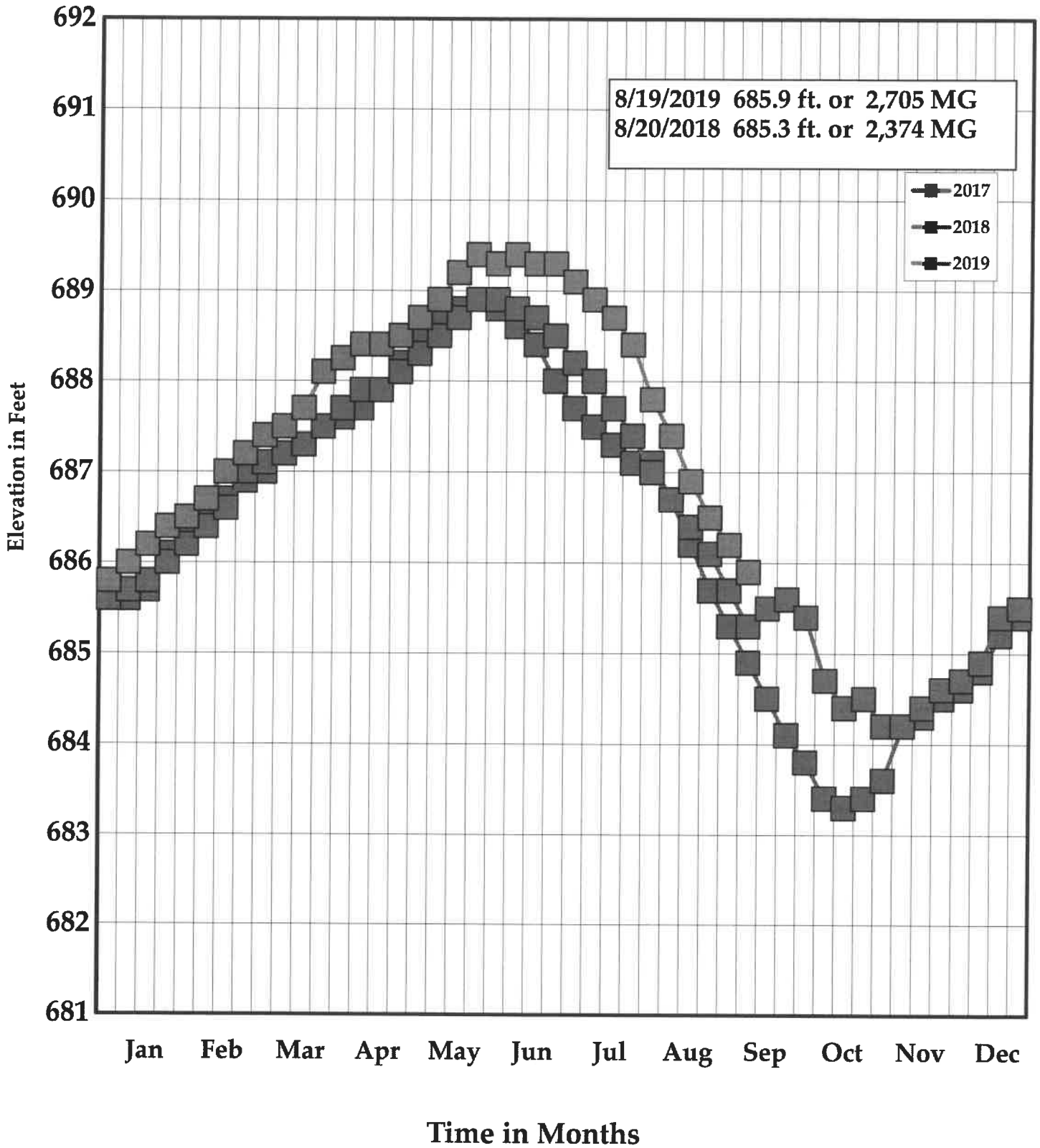


Figure 3

2017 - 2019 Metro Lagoon Average Elevation in Feet



CITY OF WHITEHALL
RESOLUTION 19-30
Marina Rates

- WHEREAS, the City owns and operates the White Lake Municipal Marina.
- WHEREAS, based upon financial need and by comparison of other seasonal rates on White Lake, the Marina Advisory Committee recommends that the seasonal rates for 2020 be increased by \$300.
- WHEREAS, the sewage pump out fee has remained at \$5 for no less than the last 19 seasons.
- WHEREAS, the Marina Advisory Committee recommends that the sewage pump out fee for seasonal boaters be raised to \$10 and to \$15 for all others.
- WHEREAS, the State of Michigan Waterways Commission establishes transient slip fees for grant in aid municipal marinas.
- WHEREAS, the City adopted the Waterways Class C Transient rates of \$37 per night for 30 foot slips and \$60 for 45 foot slips for the 2019 season.
- WHEREAS, the Waterways has released their transient rates for 2020, adding four additional classes.
- WHEREAS, staff is recommending adoption for the Waterways Class F Transient rates of \$44 per night for 30 foot slips and \$67 for 45 foot slips.

NOW, THEREFORE, LET IT BE RESOLVED

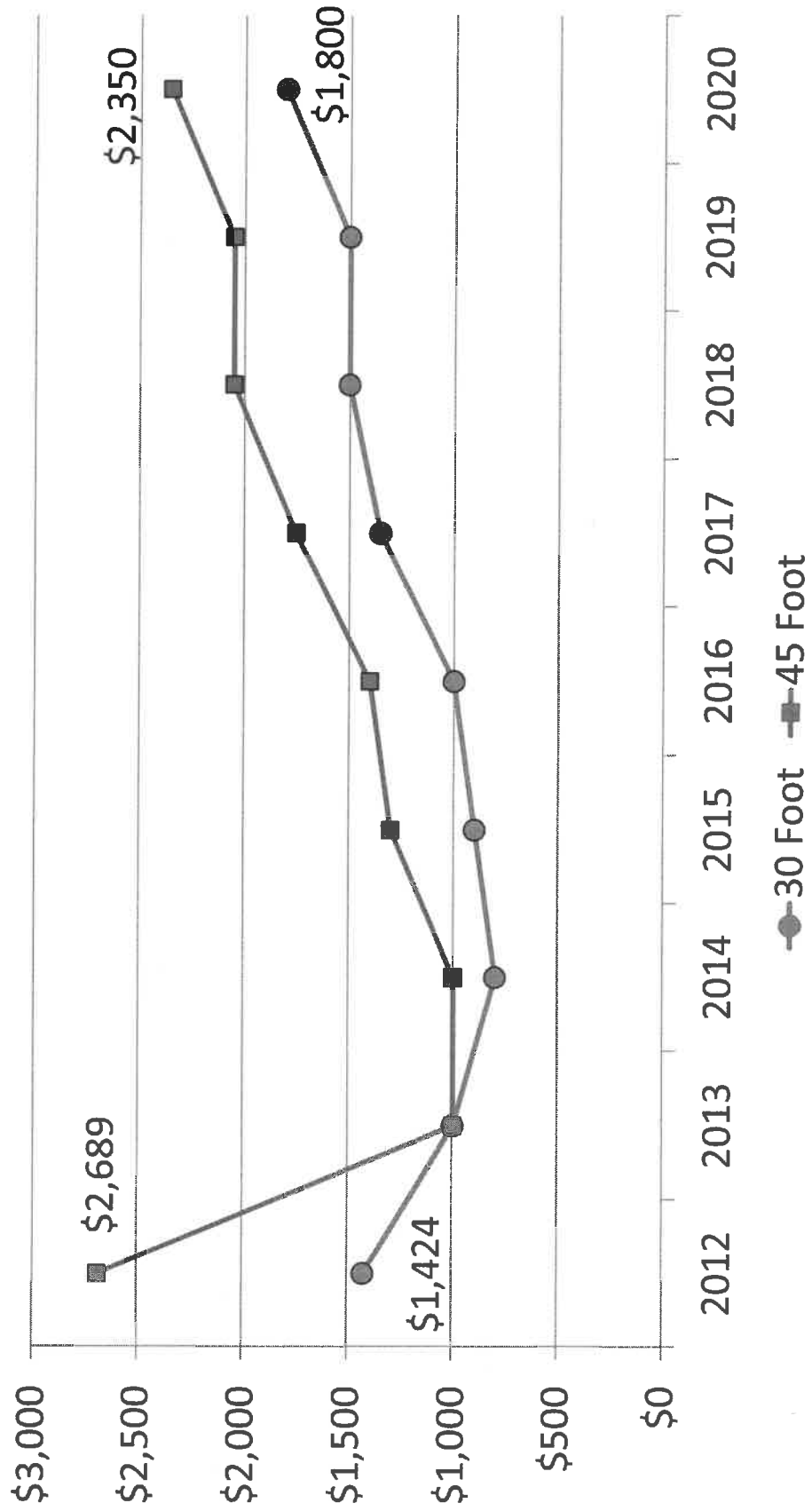
That the Whitehall City Council does hereby establish the 30' seasonal rate at \$1,800; the 45' seasonal rate at \$2,350; the 30' transient rate at \$44 per night; the 45' transient rate at \$67 per night; the pump out fee at \$10 for our seasonal boaters; and the pump out fee at \$15 for all others; effective with the 2020 boating season.

Moved by _____, seconded by _____, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held on Tuesday, September 24, 2019 at 6:00 p.m. (___ yes, ___ no, ___ absent).

Debra Hillebrand, Mayor

Brenda Bourdon, City Clerk

White Lake Municipal Marina Slip Rate History



CITY OF WHITEHALL
RESOLUTION 19-31
State Trunkline Contract #2019-0796

WHEREAS, the Michigan Department of Transportation and the City of Whitehall are mutually agreeable to entering into a contract to extend the term of the state trunkline maintenance contract

WHEREAS, the term of the contract is October 1, 2019 through September 30, 2024

WHEREAS, Scott Huebler, City Manager, is hereby authorized to sign the State Trunkline Maintenance Contract

NOW, THEREFORE, LET IT BE RESOLVED

That the Whitehall City Council approves entering into the maintenance agreement and authorizes Scott Huebler, City Manager to sign the contracts.

Moved by _____, seconded by _____, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held on September 24, 2019 at 6:00 p.m. (___yes, ___ no, ___ absent).

Debra Hillebrand, Mayor

Brenda Bourdon, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF WHITEHALL

This Contract, made and entered into this date of _____, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

City of Whitehall.

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

Section 2. SCOPE OF WORK

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Brian Armstrong as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

Section 5. SUPERVISION

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Don Bond

Signal/Electrical Superintendent: _____

Storm Sewer Superintendent: _____

Other (Specify): _____

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

Section 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

See Union Agreement

Pay for "show-up time" (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

See Union Agreement

No "stand by at home" pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers' compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as "EMPLOYEE BENEFITS," in accordance with Section 16.

Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>
N/A				

Insert above, the following applicable number(s):

*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

Section 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality's contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

The subcontract solicitation and approval process will be as follows:

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

Section 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

Section 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

Section 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

Section 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 1. **Bulk Items (measured by volume or weight):**

The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. Non-Bulk Items (measured by area or count):

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. **Overhead in Accordance with Attached Overhead Schedule.**

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of 80 percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

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The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

SECTION 23: RECORDS TO BE KEPT

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
 1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.

B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2019 through September 30, 2024.

SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.

SECTION 31: AUTHORIZED SIGNATURE(S)

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official(s) of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective official(s) of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF WHITEHALL

BY: 
TITLE: CITY MANAGER

BY: _____
TITLE:

MICHIGAN DEPARTMENT OF TRANSPORTATION

BY: _____
TITLE: MDOT Director

APPENDIX A

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

DEFINITIONS

ANNUAL WORK PLAN: A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

BUDGET/FIELD ACTIVITY BUDGET: Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

CHEMICAL STORAGE FACILITIES: Bulk salt storage buildings.

COMPONENTS OF AN ANNUAL WORK PLAN: An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

DEPARTMENT: Means the Michigan Department of Transportation.

MDOT APPEAL PANEL: A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

EQUIPMENT SPECIFICATIONS AND RENTALS: An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

MICHIGAN STATE TRANSPORTATION COMMISSION: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

OFFICE OF COMMISSION AUDIT (OCA): The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

REGION ENGINEER: The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

RESPONSE: A written explanation as to any questioned item of expense

SCHEDULE C EQUIPMENT RENTAL RATES: The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

SMALL HAND TOOLS: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

STATE ADMINISTRATIVE BOARD: The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

STATE TRUNKLINE HIGHWAY: A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

WINTER MAINTENANCE: Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2019, through September 30, 2024

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

APPENDIX C
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

**STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board ("Board") exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation ("MDOT") Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation's Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT's administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

**SUMMARY OF STATE ADMINISTRATIVE BOARD
REQUIREMENTS FOR AMENDMENTS
(PREVIOUSLY REFERRED TO AS OVERRUNS,
EXTRA'S AND ADJUSTMENTS)**

Administrative Board Resolution (2017-2, April 25, 2017)

Amendments

Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
<ul style="list-style-type: none">• Region Engineer approval required prior to start of work.• Form 426 must be signed by the Region Engineer.• Documentation of amendment is required by the Municipality.• Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

APPENDIX F

SAMPLE: Letter of Understanding

Date

Contract Agency Name
Address
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear _____:

This Letter of Understanding is in follow up to our recent meeting held on _____ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of _____. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name
Maintenance Engineer
MDOT ____ TSC

APPROVED BY:

City of _____ agrees to the terms and conditions stated in this agreement.

Dated this ____ day of _____, 2014

Name, Title

APPROVED BY:

Region Engineer
Michigan Department of Transportation

Date _____

APPENDIX G

Non-Winter Maintenance Activity & Level of Service Priority

For the purposes of defining priority levels, the following guidance is suggested:

"Critical" work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

"High Priority" work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

"Routine/Preventive" work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

Priority Group 1:

Traffic Signal Energy
Facility Utilities
Freeway Lighting Energy
Operation of Pump Houses
Operation of Movable Bridges
Auto Liability Insurance (county contracts)
Supervision (county contracts)
Roadway Inspection (minimum acceptable level- county contracts)
Billable Construction Permits
Equipment Repair and Servicing
Fuel
Critical Surface Maintenance
Critical Guardrail Repair
Critical Sign Replacement
Critical Drainage Repair
Critical Traffic Signal Repair
Critical Freeway Lighting Repair
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges
Critical Pump House Maintenance
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")
Critical Impact Attenuator Repair
Clear Vision Area Mowing
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)
Rest Area and Roadside Park Maintenance

Priority Group 2:

High Priority Surface Maintenance
High Priority Guardrail Repair
High Priority Sign Replacement
High Priority Drainage Repair
High Priority ROW Fence Repair
High Priority Shoulder Maintenance
High Priority Structural Maintenance
Adopt-A-Highway
Youth Corps in designated urban areas
Mowing (First Cycle)
Freeway Slope Mowing in designated urban areas
Litter Pickup in designated urban areas
Graffiti Removal in designated urban areas
Freeway Lighting Maintenance & Repair

Priority Group 3:

Mowing (Additional Cycles)
Brushing
Sweeping, beyond critical drainage areas
Litter Pickup, outside designated urban areas
Graffiti Removal, outside designated urban areas
Routine/Preventive Surface Maintenance
Routine/Preventive Guardrail Repair
Routine/Preventive Sign Replacement
Routine/Preventive Drainage Repair
Routine/Preventive Shoulder Maintenance
Routine/Preventive Structural Maintenance
Routine/Preventive Pump House Maintenance
Routine/Preventive Traffic Signal Maintenance
Youth Corps outside of designate urban areas
Non-motorized path maintenance

Attachment A

CITY OF WHITEHALL

15. WINTER MAINTENANCE

Snow hauling between Division Street and where US-31BR turns to the north (approximately 2 blocks west of Division Street) shall be paid at 80% of the actual charges.

Snow hauling between Division Street and the easterly end of the city's maintenance responsibility shall be paid at 100% of the actual charges.

11/14/95
1995

CITY OF WHITEHALL
BANKING AND FINANCIAL TRANSACTIONS
RESOLUTION 19-32

WHEREAS, the Whitehall City Council authorizes which banking and financial institutions will be depositories of city funds.

WHEREAS, the Council previously named Comerica, Community Shores, Fifth Third Flagstar, Harbor Light Credit Union, Huntington, Muskegon Governmental Credit Union, PNC, Shelby State and Chemical as depositories.

WHEREAS, staff is happy with the service provided by PNC and will continue using them as our primary bank.

WHEREAS, we need to diversify our portfolio to maximize FDIC insurance coverage and maintain the highest level of security for our public funds as possible.

NOW, THEREFORE, LET IT BE RESOLVED

That the City Council hereby authorizes the use of West Michigan Community Bank and Michigan Class as additional options for city investing.

Moved by _____, seconded by _____ September 24, 2019 at
6p.m. (_____ yes, _____ no, _____ absent).

Debra Hillebrand, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
RESOLUTION 19-33
2020 Capital Improvements

- Whereas,** the Fiscal Year 2019/20 Capital Improvement Fund Budget includes work to be done on Baldwin Street, Benston Road, Carlton Street, Collier Drive, and Mohawk Street.
- Whereas,** staff is recommending that a mill and fill (top course resurfacing) on Alice Street between Mears Avenue and Division Street be included.
- Whereas,** the City engineers, Prein&Newhof, have submitted a proposal for engineering services for the 2020 Capital Improvements listed above.
- Whereas,** the City Manager and Public Works Director have reviewed the attached Professional Services Agreement and recommend that the Council approve it as submitted.
- Whereas,** the FY 2019/20 Capital Improvement Fund Budget needs to be amended to cover the engineering costs using a budgeted available fund balance of \$419,479.

NOW, THEREFORE, LET IT BE RESOLVED

That the Whitehall City Council does hereby authorize the City Manager to execute the attached Professional Services Contract with Prein&Newhof for services related to the 2020 Capital Improvements for an amount not to exceed \$137,900.

BE IT FURTHER RESOLVED

That the Whitehall City Council approves a budget amendment to the FY 2019/20 Capital Improvement Fund by adding \$137,900 to Engineering Fees line item and reducing the fund balance by a like amount.

Moved by _____, seconded by _____, and thereafter adopted by the City

Council of the City of Whitehall, at a regular meeting held September 24, 2019 at 6:00 pm.

(yes, no, absent).

Debra Hillebrand, Mayor

Brenda Bourdon, City Clerk

September 6, 2019

Scott Huebler, City Manager
City of Whitehall
405 E. Colby
Whitehall, MI 49461

RE: West Collier Water Main and Drainage, Carlton Drainage, Alice, Benston, Baldwin and Mohawk Resurfacing

Dear Mr. Huebler:

It is our understanding that the City is seeking to make numerous improvements to paved and underground infrastructure in the City this fall or next spring. The following improvements have been reviewed for a preliminary construction estimate of \$798,100 including a 15% construction contingency.

- **West Collier, between East Collier and Country Club** – Improve drainage at south end by running a new storm sewer north to Country Club and a new storm outlet in Country Club to White Lake, replace existing 2” galvanized water main with 8” ductile iron water main, reconstruct the road.
- **Carlton, north of Country Club** – Improve drainage in Carlton with a new storm sewer from the north end to Country Club and tie into the same storm outlet for West Collier, patch and overlay Carlton and Country Club.
- **Benston, Mears to Division**– Mill and Fill existing pavement with new hot mix asphalt pavement (top course only).
- **Baldwin, Spring to Colby** – Crush and Shape existing asphalt pavement and repave with 2 lifts of hot mix asphalt.
- **Baldwin, Alice to Elliott** – Crush and Shape existing asphalt pavement and repave with 2 lifts of hot mix asphalt.
- **Mohawk** – Remove existing pavement and base, add aggregate base and repave with 2 lifts of hot mix asphalt
- **Alice, Mears to Division** – Mill and Fill existing pavement with new hot mix asphalt pavement (top course only).

See the attached preliminary estimate for more detailed information.

The enclosed schedule indicates proposed milestone dates for design and construction of this project.

Professional Services

Our proposed services shall include the following:

Design Engineering Services

- Complete topographical survey and aerial mapping
- Design street, storm sewer, and water main and service improvements
- Prepare easement documents for water service replacements on private property
- Prepare bidding documents including opinion of probable cost, construction drawings, specifications and construction contract documents
- Provide bidding assistance: answer questions during bidding, review and tabulate bids, etc.
- Prepare all necessary permit applications (Muskegon County SESC, EGLE water main, Joint Permit for outfall)
- Attend up to two plan review meetings with City staff

Construction Engineering Services

- Administer preconstruction meeting
- Preconstruction videos
- Provide full-time construction observation (55 hours/week for 8 weeks)
- Perform construction material testing and construction staking
- Replace property irons (removed during construction) and section corners if applicable
- Provide construction contract administration
- Prepare payment applications
- Prepare record plans and updates to City's GIS mapping

Fee Estimate

We propose to perform professional services at our normal hourly rates plus expenses billed monthly with the total not-to-exceed \$137,900.

Additional Services

Should additional services be requested by you or required by conditions encountered, we will contact you and obtain your authorization prior to performing such services. The fees for additional engineering services will be established according to our Current Fee Schedule.

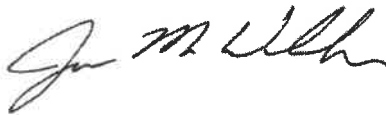
General Conditions

Prein&Newhof's Terms and Conditions relating to the performance of our services are attached and are made a part of this agreement.

We appreciate the opportunity to submit this agreement and look forward to continuing our professional relationship with the City of Whitehall. Please call if you have any questions. Please indicate your acceptance by signing and returning one copy of this agreement.

Sincerely,

Prein&Newhof



Jason M. Washler, P.E.



Daniel J. Sorek, P.E.

JW/djs

Enclosures: Terms and Conditions, Project Schedule, Preliminary Construction Estimate

Cc: Brian Armstrong, DPW Director

Standard Terms & Conditions

- A. General** - As used in this Prein&Newhof Standard Terms and Conditions for Professional Services (hereinafter “Terms and Conditions”), unless the context otherwise indicates: the term “Agreement” means the Professional Services Agreement inclusive of all documents incorporated by reference including but not limited to this P&N Standard Terms and Conditions for Professional Services; the term “Engineer” refers to Prein & Newhof, Inc.; and the term “Client” refers to the other party to the Professional Services Agreement.

These Terms and Conditions shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan.

- B. Standard of Care** - The standard of care for all professional and related services performed or furnished by Engineer under the Agreement will be the care and skill ordinarily used by members of Engineer’s profession of ordinary learning, judgment or skill practicing under the same or similar circumstances in the same or similar community, at the time the services are provided.
- C. Disclaimer of Warranties** - Engineer makes no warranties, expressed or implied, under the Agreement or otherwise.
- D. Construction/Field Observation** - If Client elects to have Engineer provide construction/field observation, client understands that construction/field observation is conducted to reduce, not eliminate the risk of problems arising during construction, and that provision of the service does not create a warranty or guarantee of any type. In all cases, the contractors, subcontractors, and/or any other persons performing any of the construction work, shall retain responsibility for the quality and completeness of the construction work and for adhering to the plans, specifications and other contract documents.
- E. Construction Means and Methods** - Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions and programs in connection with the construction work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the construction work, or for the failure of any of them to carry out the construction work in accordance with the plans, specifications or other contract documents.
- F. Opinions of Probable Costs** – Client acknowledges that Engineer has no control over market or contracting conditions and that Engineer’s opinions of costs are based on experience, judgment, and information available at a specific period of time. Client agrees that Engineer makes no guarantees or warranties, express or implied, that costs will not vary from such opinions.
- G. Client Responsibilities**
1. Client shall provide all criteria, Client Standards, and full information as to the requirements necessary for Engineer to provide the professional services. Client shall designate in writing a person with authority to act on Client’s behalf on all matters related to the Engineer’s services. Client shall assume all responsibility for interpretation of contract documents and construction observation/field observation during times when Engineer has not been contracted to provide such services and shall waive any and all claims against Engineer that may be connected thereto.
 2. In the event the project site is not owned by the Client, the Client must obtain all necessary permission for Engineer to enter and conduct investigations on the project site. It is assumed that the Client possesses all necessary permits and licenses required for conducting the scope of services. Access negotiations may be performed at additional costs. Engineer will take reasonable precaution to minimize damage to land and structures with field equipment. Client assumes responsibility for all costs associated with protection and restoration of project site to conditions existing prior to Engineer’s performance of services.
 3. The Client, on behalf of all owners of the subject project site, hereby grants permission to the Engineer to utilize a small unmanned aerial system (sUAS) for purposes of aerial mapping data acquisition. The Client is responsible to provide required notifications to the property owners of the subject project site and affected properties where the sUAS services will be performed. The Engineer will operate the sUAS in accordance with applicable State and Federal Laws.

H. Hazardous or Contaminated Materials/Conditions

1. Client will advise Engineer, in writing and prior to the commencement of its services, of all known or suspected Hazardous or Contaminated Materials/Conditions present at the site.
2. Engineer and Client agree that the discovery of unknown or unconfirmed Hazardous or Contaminated Materials/Conditions constitutes a changed condition that may require Engineer to renegotiate the scope of or terminate its services. Engineer and Client also agree that the discovery of said Materials/Conditions may make it necessary for Engineer to take immediate measures to protect health, safety, and welfare of those performing Engineer’s services. Client agrees to compensate Engineer for any costs incident to the discovery of said Materials/Conditions.

3. Client acknowledges that Engineer cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Engineer's surface or subsurface exploration may later, due to natural phenomena or human intervention, become contaminated. The Client waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claims or liability for injury or loss in the event that Engineer does not detect the presence of contaminants through techniques commonly employed.
4. The Client recognizes that although Engineer is required by the nature of the services to have an understanding of the laws pertaining to environmental issues, Engineer cannot offer legal advice to the Client. Engineer urges that the Client seek legal assistance from a qualified attorney when such assistance is required. Furthermore, the Client is cautioned to not construe or assume that any representations made by Engineer in written or conversational settings constitute a legal representation of environmental law or practice.
5. Unless otherwise agreed to in writing, the scope of services does not include the analysis, characterization or disposal of wastes generated during investigation procedures. Should such wastes be generated during this investigation, the Client will contract directly with a qualified waste hauler and disposal facility.

I. Underground Utilities – To the extent that the Engineer, in performing its services, may impact underground utilities, Engineer shall make a reasonable effort to contact the owners of identified underground utilities that may be affected by the services for which Engineer has been contracted, including contacting the appropriate underground utility locating entities and reviewing utility drawings provided by others. Engineer will take reasonable precautions to avoid damage or injury to **underground** utilities and other underground structures. Client agrees to hold Engineer harmless for any damages to below ground utilities and structures not brought to Engineers attention and/or accurately shown or described on documents provided to Engineer.

J. Insurance

1. Engineer will maintain insurance for professional liability, general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Engineer. Client will maintain insurance for general liability, worker's compensation, auto liability, and property damage in the amounts deemed appropriate by Client. Upon request, Client and Engineer shall each deliver certificates of insurance to the other evidencing their coverages.
2. Client shall require Contractors to purchase and maintain commercial general liability insurance and other insurance as specified in project contract documents. Client shall cause Engineer, Engineer's consultants, employees, and agents to be listed as additional insureds with respect to any Client or Contractor insurances related to projects for which Engineer provides services. Client agrees and must have Contractors agree to have their insurers endorse these policies to reflect that, in the event of payment of any loss or damages, subrogation rights under these Terms and Conditions are hereby waived by the insurer with respect to claims against Engineer.

K. Limitation of Liability - The total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, whether jointly, severally or individually, to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever, arising out of, resulting from, or in any way related to the Project or the Agreement, including but not limited to the performance of services under the Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, consultants, or any of them, shall not exceed the amount of the compensation paid to Engineer under this Agreement, or the sum of fifty thousand dollars and no cents (\$50,000.00), whichever is less. Recoverable damages shall be limited to those that are direct damages. Engineer shall not be responsible for or held liable for special, indirect or consequential losses or damages, including but not limited to loss of use of equipment or facility, and loss of profits or revenue.

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission of any director, officer, or employee of Engineer, in the execution or performance of the Agreement, shall be made against Engineer and not against such director, officer, or employee.

L. Documents and Data

1. All documents prepared or furnished by Engineer under the Agreement are Engineer's instruments of service, and are and shall remain the property of Engineer.
2. Hard copies of any documents provided by Engineer shall control over documents furnished in electronic format. Client recognizes that data provided in electronic format can be corrupted or modified by the Client or others, unintentionally or otherwise. Consequently, the use of any data, conclusions or information obtained or derived from electronic media provided by Engineer will be at the Client's sole risk and without any liability, risk or legal exposure to Engineer, its employees, officers or consultants.

3. Any extrapolations, conclusions or assumptions derived by the Client or others from the data provided to the Client, either in hard copy or electronic format, will be at the Client's sole risk and full legal responsibility.
- M. Differing Site Conditions** - Client recognizes that actual site conditions may vary from the assumed site conditions or test locations used by Engineer as the basis of its design. Consequently, Engineer does not guarantee or warrant that actual site conditions will not vary from those used as the basis of Engineer's design, interpretations and recommendations. Engineer is not responsible for any costs or delays attributable to differing site conditions. .
- N. Terms of Payment** - Unless alternate terms are included in the Agreement, Client will be invoiced on a monthly basis until the completion of the **Project**. All monthly invoices are payable within 30 days of the date of the invoice. Should full payment of any invoice not be received within 30 days, the amount due shall bear a service charge of 1.5 percent per month or 18 percent per year plus the cost of collection, including reasonable attorney's fees. If Client has any objections to any invoice submitted by Engineer, Client must so advise Engineer in writing within fourteen (14) days of receipt of the invoice. Unless otherwise agreed, Engineer shall invoice Client based on hourly billing rates and direct costs current at the time of service performance. Outside costs such as, but not limited to, equipment, meals, lodging, fees, and subconsultants shall be actual costs plus 10 percent. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any services in the event payment has not been made on a current basis.
- O. Termination** - Either party may terminate services, either in part or in whole, by providing 10 calendar days written notice thereof to the other party. In such an event, Client shall pay Engineer for all services performed prior to receipt of such notice of **termination**, including reimbursable expenses, and for any shut-down costs incurred. Shut-down costs may, at Engineer's discretion, include expenses incurred for completion of analysis and records necessary to document Engineer's files and to protect its professional reputation.
- P. Severability and Waiver of Provisions** - Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and P&N, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable **provision** that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
- Q. Dispute Resolution** - If a dispute arises between the parties relating to the Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
1. Prior to commencing a lawsuit, the parties must attempt mediation to resolve any dispute. The parties will jointly appoint a mutually acceptable person not affiliated with either of the parties to act as mediator. If the parties are unable to agree on the mediator within twenty (20) calendar days, they shall seek assistance in such regard from the Circuit Court of the State and County wherein the Project is located, who shall appoint a mediator. Each party shall be responsible for paying all costs and expenses incurred by it, but shall split equally the fees and expenses of the mediator. The mediation shall proceed in accordance with the procedures established by the mediator.
 2. The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within thirty (30) calendar days, then, upon seven (7) calendar days' written notice to the other party, either party may pursue any other available remedy.
 3. In the event of any litigation arising from the Agreement, including without limitation any action to enforce or interpret any terms or conditions or performance of services under the Agreement, Engineer and Client agree that such action will be brought in the District or Circuit Court for the County of Kent, State of Michigan (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Western District of Michigan), and the parties hereby submit to the exclusive jurisdiction of said court.
- R. Force Majeure** - Engineer shall not be liable for any loss or damage due to failure or delay in rendering any services called for under the Agreement resulting from any cause beyond Engineer's reasonable control.
- S. Assignment** - Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
- T. Modification** - The Agreement may not be modified except in writing signed by the party against whom a modification is sought to be enforced.
- U. Survival** - All express representations, indemnifications, or limitations of liability included in the Agreement shall survive its completion or termination for any reason.
- V. Third-Party Beneficiary** - Client and Engineer agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by a third party.



2020 CAPITAL IMPROVEMENTS

