



CITY OF WHITEHALL

CITY COUNCIL WORK SESSION
405 E. COLBY ST., WHITEHALL, MI
CITY COUNCIL CHAMBERS
NOVEMBER 9, 2022
5:00 p.m.

AGENDA

1. Meeting Called to Order
2. Discussion Items
 - West Colby Abatement (Huebler)
 - Deer Culling (Squiers)
3. Informational Items
4. Public Comment *
5. Meeting Adjourned

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, state your name, and direct your comments to the board. Please limit comments to three minutes. If you have questions or issues that need to be addressed, contact City Hall during regular business hours.

**Whitehall City Council
Work Session Information Report
November 2022**

201 West Colby Abatement (Huebler)

The City and State have approved a ten year Commercial Rehabilitation Exemption Certificate on a \$6.6M mixed used development at 201 West Colby. The exemption abates taxes on improvements completed as of December 31 of each year. There has been no construction to date which means the abated value for next year is \$0. The developers would still receive the abatement for the remaining nine years. The developers are asking that the City revoke the Exemption and issue a new one for a full ten years.

An Exemption can be revoked by the City Council if it finds the rehabilitation has not occurred within the time authorized, has not occurred within an approved extension of the time, or the developer has not proceeded in good faith with the operation of the facility. The Exemption application listed a completion date of August 1, 2023. It does not appear any of the revocation requirements are met.

Deer Culling (Squiers)

Verbal update to be provided.



VENEKLASSEN
DEVELOPMENT

November 3rd, 2022

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

RE: 115 Lake St LLC Development

Dear Scott,

Unfortunately, the schedule for the project at 201 W. Colby has been delayed due to some unforeseen issues. The investment group is still very excited about the project!

Because of the delay the LLC would like to formally request that the City revoke the Commercial Rehabilitation Exemption until such time that the project is ready to commence construction.

The reasons for this request and the delay include construction costs increases, delays in getting the appropriate incentives from the MEDC and changes in the financial markets.

The Team will still need these incentives to get this project started. We really hope that the City of Whitehall will grant the the Commercial Rehad District to this project once it is ready to go. Please see our revised timeline for construction commencement.

Thank you in advance for your support. We look forward to taking the next steps with the City and we appreciate all your support.

Sincerely,

Chris Veneklasen



201 W Colby Timeline:

1. Receive LOI from MEDC	Dec 1 – 15 th 2022
2. Finalize building – <ul style="list-style-type: none">• plans & spec's• costs	Dec - Feb 2023
3. Submit Background Checks <ul style="list-style-type: none">- This can take 4-6 weeks	Dec - Jan 2023
4. Choose a Lender	Dec - Jan 2023
5. Execute Lease's	Jan 2023
6. Present to the MEDC Board	Feb - Mar 2023
7. Finalize bank financing	Feb - Mar 2023
8. Receive approval from MEDC	Mar 2023
9. Building permit	April 2023
10. Receive documentation of approval <ul style="list-style-type: none">- This can take up to 8 weeks	April - May 2023
11. Break ground	June 2023

*These estimates are subject to change due to the approval process with the state of Michigan

**CITY OF WHITEHALL
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. 22-07**

An ordinance to amend Chapter 41: Snowmobiles.

THE CITY COUNCIL OF THE CITY OF WHITEHALL HEREBY ORDAINS:

That Ordinance §41.03(D) be amended to eliminate the prohibition of snowmobiles on Lake Street.

This Ordinance is to become effective ten (10) days after publication.

Ayes:

Nays:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Whitehall, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Council of the City of Whitehall, at a regular meeting of the City Council on the 9th day of November, 2022, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date:

Brenda Bourdon
City Clerk

Adopted: November 9, 2022
Published: November 20, 2022
Effective: November 30, 2022



CITY OF WHITEHALL

CITY COUNCIL MEETING
405 E. COLBY STREET, WHITEHALL, MI
CITY COUNCIL CHAMBERS
NOVEMBER 9, 2022
6:00 p.m.

AGENDA

1. Meeting called to Order
 - Pledge of Allegiance
2. Approval of Agenda
3. Consent Agenda
 - Approval of the October 27 Council Meeting Minutes
 - Approval of Accounts Payable
 - Communications: Rotary Letter
4. Messages from the Mayor, Council, and City Manager
5. Public Comment *
6. Old Business
7. New Business
 - Resolution 22-52 MDOT Contract
 - Ordinance 22-06 Possession of Tobacco
 - Ordinance 22-07 Snowmobiles
 - Ordinance 22-08 Business Registration
 - Ordinance 22-09 Rental Property
8. Public Comment *
9. Adjournment

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

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CITY OF WHITEHALL
CITY COUNCIL MEETING MINUTES
Council Chambers
October 25, 2022

PRESENT: Scott Brown, Dick Connell, Keith Heidelberg, Jeff Holmstrom, Sean Mullally, Steve Salter, and Steve Sikkenga

ABSENT: None

ALSO PRESENT: Brenda Bourdon, Alyssa Seaver, Will Meier, and Roger Squiers

Mayor Salter called the meeting to order at 6:00 p.m.

APPROVAL OF THE AGENDA

Motion by Sikkenga, seconded by Brown, CARRIED, to approve the agenda. All yeses

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the October 11 Work Session and Council Meeting Minutes
- B. Accounts Payable - \$262,458.64
- C. Communications: Central Dispatch Minutes, Quarterly Financial Update

Motion by Connell, seconded by Holmstrom, CARRIED, to approve the Consent Agenda. Yes – 6; No – 1, Brown; Absent – 0

MESSAGES FROM THE MAYOR, COUNCIL, AND CITY MANAGER

Comments were received from Council.

Motion by Sikkenga, seconded by Brown, CARRIED to excuse Holmstrom from the November 9th work session & council meeting. All yeses

Motion by Sikkenga, seconded by Brown, CARRIED to change November 8th work session & council meeting to November 9th. All yeses

PUBLIC COMMENT

None

NEW BUSINESS

- A. Resolution 22-48 Marina Rates

Motion by Heidelberg, seconded by Sikkenga, CARRIED, to amend the marina rates as follows:

Transient 30'	\$44	Transient 45'	\$67
Seasonal 30'	\$2,040	Seasonal 45'	\$3,060

Roll Call Vote: Yes – Connell, Brown, Holmstrom, Heidelberg, Sikkenga, Mullally, and Salter;
No – None; Absent – None

B. Resolution 22-49 Playhouse Loan

Motion by Heidelberg, seconded by Sikkenga, CARRIED, to forgive the \$30,837 Playhouse loan.

Roll Call Vote: Yes – Heidelberg, Sikkenga, Connell, Holmstrom, Mullally, and Salter;
No – Brown; Absent – None

C. Resolution 22-50 Budget Amendment #1

Motion by Holmstrom, seconded by Mullally, CARRIED, to approve the budget amendment as presented.

Roll Call Vote: Yes – Holmstrom, Mullally, Connell, Sikkenga, Heidelberg, Brown, and Salter;
No – None; Absent – None

D. Resolution 22-51 Special Assessments

Motion by Connell, seconded by Brown, CARRIED, to approve the special assessments as follows:

22-72-045-0006-00	Stanley Schnepf/Wendy Burns	823 S Division	\$3000.00	Tree Removal
005-01410-00	Randy Artibee Jr	311 S Mears	\$255.95	Water/Sewer
001-00090-00	Freedom Mortgage Corp.	411 E River	\$147.06	Water/Sewer
CR210010	Jonathan/Jennifer Dennis	515 E Lewis	\$280.00	Rental Insp.
CR190010	Esh Michael E Trust	1611 Collier	\$70.00	Rental Insp.

Roll Call Vote: Yes – Connell, Brown, Holmstrom, Heidelberg, Sikkenga, Mullally, and Salter;
No – None; Absent – None

E. Ordinance 22-05 International Property Maintenance Code

Motion by Holmstrom, seconded by Heidelberg, CARRIED, to approve ordinance amendments as follows:

Sections 101.2 Scope, 402.1 Habitable Spaces, and 404.4.1 Room Area previously amended and deleted under City Ordinance 19-01 are hereby restored as originally provided for in the International Property Maintenance Code (IPMC) to cover all nonresidential structures rather than just rental units; require minimum glazed areas; and establish minimum square footage for multiple person bedrooms. Rental units remain subject to the IPMC as residential structures.

Roll Call Vote: Yes – Holmstrom, Heidelberg, Sikkenga, Connell, Mullally, Brown, and Salter;
No – None; Absent – None

PUBLIC COMMENT

Four students introduced themselves from Montague's Mr. Brunson's government class.

ADJOURNMENT

Mayor Salter adjourned the Council Meeting at 6:15 pm.

Steven Salter, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
ACCOUNTS PAYABLE
November 9, 2022

October & November 2022 Prepaids

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash		\$45,415.75	Transfer
IRS		\$16,591.57	EFT
Alerus Financial		\$6,323.67	EFT
MISDU		\$90.34	9075
FOP-cd Hammond #99	Union Dues	\$78.06	9076
Teamsters Local #214	Union Dues	\$398.00	9077
DTE	Utilities	\$1,518.59	EFT
TCM Bank	Choice One Visa	\$229.36	EFT

Total Prepaids:

\$70,645.34

Accounts Payable:

\$78,070.08

TOTAL ACCOUNTS PAYABLE

\$148,715.42

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

Vendor Code	Vendor Name	Description	Amount
SEAV	ALYSSA SEAVER		
	OPTICAL	OPTICAL - ALYSSA	70.40
	OPTICAL	OPTICAL - TERRY	250.00
	REIMBURSEMENT	MILAGE - BANK SIGNER DOCS	15.63
TOTAL FOR: ALYSSA SEAVER			336.03
AMPLA	AMERICAN PLANNING ASSOCIATION		
	381870-22102	MEMBERSHIP DUES 2023 - HUEBLER	255.00
TOTAL FOR: AMERICAN PLANNING ASSOCIATION			255.00
ASPHA	ASPHALT PAVING INC		
	API-001261-1324	QTY 12.38 TONS - ASPHALT	984.22
TOTAL FOR: ASPHALT PAVING INC			984.22
BEAM	BETH BEAMAN		
	0678182-IN	REIMBURSEMENT - PARTS POPCORN MACHINE	100.17
TOTAL FOR: BETH BEAMAN			100.17
BOBS	BOB'S ROOFING CO INC		
	72531	DPW ROOF LEAK REPAIR	413.10
TOTAL FOR: BOB'S ROOFING CO INC			413.10
CHART	CHARTER COMMUNICATIONS		
	824512895003180	INTERNET/PH - MARINA/DPW/PH	524.95
TOTAL FOR: CHARTER COMMUNICATIONS			524.95
CONSU	CONSUMER'S ENERGY		
	STATEMENT	PUBLIC UTILITIES	31.12
TOTAL FOR: CONSUMER'S ENERGY			31.12
SILK	DAVID SILK		
	OPTICAL	OPTICAL - LYNDA	250.00
TOTAL FOR: DAVID SILK			250.00
EJ	EJ USA INC		
	110220077698	QTY 10 - 18' HYD EXT ASY	667.34
TOTAL FOR: EJ USA INC			667.34
ETNA	ETNA SUPPLY INC		
	S104663927.002	200FT SOFT COIL	1,556.00
TOTAL FOR: ETNA SUPPLY INC			1,556.00
FAST	FASTENAL		
	MIMUS297 499	QTY 400 - NUTS/BOLTS/WASHERS - FOR PLOWS	392.41
TOTAL FOR: FASTENAL			392.41
FRONT	FRONTIER		
	STATEMENT	TELEPHONE	39.34
	STATEMENT	TELEPHONE	83.99
TOTAL FOR: FRONTIER			123.33

OPEN
CITY OF WHITEHALL ACCOUNTS PAYABLE
COUNCIL MEETING OF NOVEMBER 9, 2022

Vendor Code	Vendor Name	Description	Amount
GALLS	GALL'S, LLC		
	022299117	QTY 3 - TACLITE LS UNIFORM SHIRTS	207.41
TOTAL FOR: GALL'S, LLC			207.41
GILLROY	GILL-ROY'S HARDWARE		
	STATEMENT	PAINT/BATTERY/9V BATTERY	43.78
TOTAL FOR: GILL-ROY'S HARDWARE			43.78
ICMA	ICMA RETIREMENT CORPORATION		
	189517	MEMBERSHIP RENEWAL 2023 - HUEBLER	642.84
TOTAL FOR: ICMA RETIREMENT CORPORATION			642.84
JJ'S ELEC	JJ'S ELECTRIC LLC		
	OCT-2022	ELECTRICAL PERMITS - OCT-2022	1,308.00
	STATEMENT	ANNUAL TRAINING/MILEAGE EXPENSES	350.00
TOTAL FOR: JJ'S ELECTRIC LLC			1,658.00
KONICA	KONICA MINOLTA BUSINESS SOLUTIONS		
	283179824	DIGITAL SUPPORT SERVICE - BIZ368 CH	15.97
TOTAL FOR: KONICA MINOLTA BUSINESS SOLUTIONS			15.97
KORT	KORTHASE & SONS		
	8412	INSTALL TIMER - N. MEARS FIRE PIT	703.00
TOTAL FOR: KORTHASE & SONS			703.00
KSSB	KS STATEBANK		
	60691-12-2022	2022 VOLVO LOADER DEC-2022 PAYMENT	2,857.23
TOTAL FOR: KS STATEBANK			2,857.23
MENAR	MENARDS-MUSKEGON		
	02940	QTY 238 SETS - CHRISTMAS LIGHTS	1,737.07
TOTAL FOR: MENARDS-MUSKEGON			1,737.07
MDEQ	MI DEPT EGLE		
	761-11046765	COMMUNITY WATER SUPPLY FEE 2023	1,521.96
	761-11048480	WATER SAMPLES	112.00
TOTAL FOR: MI DEPT EGLE			1,633.96
MODEL	MODEL COVERALL SERVICE INC		
	STATEMENT	UNIFORMS - OCT-2022	244.52
TOTAL FOR: MODEL COVERALL SERVICE INC			244.52
MOWHI	MONTAGUE-WHITEHALL ROTARY CLUB		
	CONTRACT	NIGHT ON THE TOWN - PASS THRU	1,285.00
TOTAL FOR: MONTAGUE-WHITEHALL ROTARY CLUB			1,285.00
MISC	MUSIC THEATRE INTL		
	9677184-240	STREAMING & REMOTE LICENSE - LAST 5 YRS	75.00
TOTAL FOR: MUSIC THEATRE INTL			75.00
MMA	MUSKEGON MUSEUM OF ART		
	1-3485	MAACC SHARE - Q1, CMF MARKETING/MAACC DOMAIN	406.20
TOTAL FOR: MUSKEGON MUSEUM OF ART			406.20

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

Vendor Code	Vendor Name	Description	Amount
PRHLTH	PRIORITY HEALTH		
	797242 - S001	HEALTH INSURANCE - NOV-2022	24,639.90
TOTAL FOR: PRIORITY HEALTH			24,639.90
RAYME	RAYMER COMPANY		
	23793	WELL #7 - CHECK VALVE/BUTTERFLY LUG VALVE/SPO	5,325.00
TOTAL FOR: RAYMER COMPANY			5,325.00
TUFT	ROBERT E TUFTS JR		
	OCT-2022	BUILDING PERMITS - OCT-2022	4,968.14
	STATEMENT	ANNUAL TRAINING/MILEAGE EXPENSES	350.00
TOTAL FOR: ROBERT E TUFTS JR			5,318.14
SQUI	ROGER SQUIERS		
	REIMBURSEMENT	IACP TRAINING CONF - HOTEL/MEALS	1,130.46
TOTAL FOR: ROGER SQUIERS			1,130.46
SCHEI	SCHEID PLUMBING HEATING & COOL		
	I-20853-1	REPAIR PORTS - HYDRANT	430.22
TOTAL FOR: SCHEID PLUMBING HEATING & COOL			430.22
HUEBL	SCOTT HUEBLER		
	OCTOBER-2022	VEHICLE ALLOWANCE	300.00
TOTAL FOR: SCOTT HUEBLER			300.00
SHO	SHORELINE INSPECTION SERVICE LLC		
	OCT - 2022	PLUMBING PERMITS - OCT-2022	373.79
	OCT-2022	MECHANICAL PERMITS - OCT-2022	2,627.76
	STATEMENT	ANNUAL TRAINING/MILEAGE EXPENSES	350.00
TOTAL FOR: SHORELINE INSPECTION SERVICE LLC			3,351.55
HA	SKY HARSCH		
	CONTRACT	BARTENDER - ROTARY NIGHT ON THE TOWN	125.00
	CONTRACT	BOX OFFICE MGR - THE INSIDERS	108.00
TOTAL FOR: SKY HARSCH			233.00
UBMISC	SMITH MARION		
	10/31/2022	UB refund for account: 006-01958-00	50.00
TOTAL FOR: SMITH MARION			50.00
MISC	SPECTRUM PRINTERS		
	72321	ELECTION TEST DECK	113.91
TOTAL FOR: SPECTRUM PRINTERS			113.91
STAPLADV	STAPLES CONTRACT & COMMERCIAL LLC		
	8068027638	KLEENEX, CARD STOCK, YELLOW REAM	37.68
TOTAL FOR: STAPLES CONTRACT & COMMERCIAL LLC			37.68
SUMM	SUMMIT ENVIRONMENTAL TECHNOLOGIES		
	273160	WATER SAMPLES	231.38
TOTAL FOR: SUMMIT ENVIRONMENTAL TECHNOLOGIES			231.38

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

Vendor Code	Vendor Name	Description	Amount
STANI	THE STANDARD INSURANCE		
	00 756075 0001	LIFE & DISABILITY INSURANCE - NOV-2022	1,239.95
TOTAL FOR: THE STANDARD INSURANCE			1,239.95
BIS	THOMAS BISSON		
	REIMBURSEMENT	BOOT REIMBURSEMENT - BISSON	150.00
TOTAL FOR: THOMAS BISSON			150.00
TWIN	TWIN CITIES AUTO PARTS		
	130483	CAR #301 - WHEEL CENTER CAP	84.35
	STATEMENT	TRUCKS 18-15-16-11-19-9-4 OIL/REPAIRS - CARS	9,740.52
TOTAL FOR: TWIN CITIES AUTO PARTS			9,824.87
QUINN	TYLER J QUINN		
	CONTRACT	SOUND ENGINEER - CLEAN COMEDY/ROTARTY EVENT	125.00
TOTAL FOR: TYLER J QUINN			125.00
USBANK	US BANK		
	6700808	BOND FEES	500.00
TOTAL FOR: US BANK			500.00
USABL	USA BLUE BOOK		
	STATEMENTS	INVERTED PAINT/WATER TOWER GRAPH	574.06
TOTAL FOR: USA BLUE BOOK			574.06
WLAUT	WHITE LAKE AUTOMOTIVE		
	STATEMENT	GLOVES/ HOSE FITTINGS/BATTERY/ANTIFREEZE/OIL/	813.98
TOTAL FOR: WHITE LAKE AUTOMOTIVE			813.98
WLCHA	WHITE LAKE CHAMBER OF COMMERCE		
	6093	ANNUAL DINNER - 2022 (HUEBLER, SALTER, MULLAL	225.00
TOTAL FOR: WHITE LAKE CHAMBER OF COMMERCE			225.00
WLFIR	WHITE LAKE FIRE AUTHORITY		
	2022-087	ICC MEMBERSHIP 1/2 DUES & CODE BOOKS	338.25
TOTAL FOR: WHITE LAKE FIRE AUTHORITY			338.25
WLNUR	WHITE LAKE NURSERY		
	STATEMENT	BOLT LEVERS/6 PK OIL/INNERTUBE/CHAIN SHARPEN	149.06
TOTAL FOR: WHITE LAKE NURSERY			149.06
WORKBOX	WORKBOX STAFFING		
	236775-236211	TEMPORARY SERVICES - AHO, CHURCH	1,825.02
TOTAL FOR: WORKBOX STAFFING			1,825.02
PURCHASE CARD VENDOR: PNC PNC BANK			
WALMART	WALMART		
	PASS-THRU	SHOP WITH A COP - GIFT CARDS	4,000.00
TOTAL FOR: WALMART			4,000.00
TOTAL PURCHASE CARD VENDOR: PNC PNC BANK			4,000.00

11/04/2022 03:02 PM
User: BROOK
DB: Whitehall

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF WHITEHALL
EXP CHECK RUN DATES 11/04/2022 - 11/04/2022
UNJOURNALIZED
OPEN
CITY OF WHITEHALL ACCOUNTS PAYABLE
COUNCIL MEETING OF NOVEMBER 9, 2022

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Vendor Code	Vendor Name	Description	Amount
	Invoice		
TOTAL - ALL VENDORS			78,070.08

OPEN

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 000 648					
101-000-238.000	SHOP WITH A COP - GIFT CARDS	WALMART	10/31/22	PASS-THRU	4,000.00
			Total For Dept 000 648		4,000.00
Dept 101 CITY COUNCIL					
101-101-760.000	ANNUAL DINNER - 2022 (SALTER, M WHITE LAKE CHAMBER OF CO	WHITE LAKE CHAMBER OF CO	10/18/22	6093	135.00
			Total For Dept 101 CITY COUNCIL		135.00
Dept 172 ADMINISTRATION					
101-172-727.000	CARD STOCK - COLORS/WHITE	STAPLES CONTRACT & COMME	10/22/22	8068027638	19.11
101-172-760.000	ANNUAL DINNER - 2022 (HUEBLER)	WHITE LAKE CHAMBER OF CO	10/18/22	6093	90.00
101-172-770.000	MEMBERSHIP RENEWAL 2023 - HUEBL	ICWA RETIREMENT CORPORAT	10/31/22	189517	642.84
101-172-850.000	TELEPHONE	FRONTIER	10/20/22	STATEMENT	41.99
101-172-880.000	MILAGE - BANK SIGNER DOCS	ALYSSA SEAVER	10/26/22	REIMBURSEMENT	15.63
101-172-935.000	DIGITAL SUPPORT SERVICE - BIZ36	KONICA MINOLTA BUSINESS	10/16/22	283179824	15.97
			Total For Dept 172 ADMINISTRATION		825.54
Dept 262 ELECTIONS					
101-262-727.000	ELECTION TEST DECK	SPECTRUM PRINTERS	10/26/22	72321	113.91
			Total For Dept 262 ELECTIONS		113.91
Dept 265 CITY HALL BLDG & GROUNDS					
101-265-757.000	KLEENEX - CH	STAPLES CONTRACT & COMME	10/22/22	8068027638	11.98
			Total For Dept 265 CITY HALL BLDG & GROUNDS		11.98
Dept 270 FRINGE BENEFITS					
101-270-719.450	UNIFORMS - OCT-2022	MODEL COVERALL SERVICE I	10/31/22	STATEMENT	200.70
101-270-719.450	BOOT REIMBURSEMENT- BISSON	THOMAS BISSON	10/26/22	REIMBURSEMENT	150.00
101-270-719.500	FRINGE-ADMIN CAR ALLOW	SCOTT HUEBLER	11/01/22	OCTOBER-2022	300.00
101-270-719.600	FRINGE-HEALTH INS	PRIORITY HEALTH	10/16/22	797242 - S001	21,271.89
101-270-719.601	FRINGE BENEFITS-RETIREE HEALTH	PRIORITY HEALTH	10/16/22	797242 - S001	3,368.01
101-270-719.650	OPTICAL - ALYSSA	ALYSSA SEAVER	10/20/22	OPTICAL	70.40
101-270-719.650	OPTICAL - TERRY	ALYSSA SEAVER	10/26/22	OPTICAL	250.00
101-270-719.650	FRINGE-OPTICAL	DAVID SILK	10/25/22	OPTICAL	250.00
101-270-719.680	FRINGE-LIFE INS	THE STANDARD INSURANCE	10/17/22	00 756075 0001	244.85
101-270-719.690	FRINGE-DISABILITY INS	THE STANDARD INSURANCE	10/17/22	00 756075 0001	995.10
			Total For Dept 270 FRINGE BENEFITS		27,100.95
Dept 301 POLICE					
101-301-757.000	BATTERY	GILL-ROY'S HARDWARE	10/31/22	STATEMENT	16.79
101-301-759.000	QTY 3 - TACLITE LS UNIFORM SHIR	GALL'S, LLC	10/04/22	022299117	207.41
101-301-760.000	IACP TRAINING CONF - HOTEL/MEAL	ROGER SQUIERS	11/01/22	REIMBURSEMENT	1,130.46
101-301-850.000	TELEPHONE	FRONTIER	10/20/22	STATEMENT	42.00
101-301-933.000	CAR #301 - WHEEL CENTER CAP	TWIN CITIES AUTO PARTS	10/26/22	130483	84.35
101-301-933.000	CAR 300-OIL/FILTER/SWAY BAR LIN	TWIN CITIES AUTO PARTS	10/31/22	STATEMENT	3,609.28
			Total For Dept 301 POLICE		5,090.29
Dept 567 CEMETERY					
101-567-757.000	DUCT TAPE	WHITE LAKE AUTOMOTIVE	10/31/22	STATEMENT	4.59
101-567-818.700	CONTRACTUAL SERVICES-TEMPORARY	WORKBOX STAFFING	10/30/22	236775-236211	912.51
101-567-933.000	OIL STABILIZER	WHITE LAKE AUTOMOTIVE	10/31/22	STATEMENT	45.16
101-567-933.000	BOLT LEVER/6PK ULTRA OIL	WHITE LAKE NURSERY	10/31/22	STATEMENT	51.73

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND Dept 567 CEMETERY					
	Total For Dept 567 CEMETERY				1,013.99
Dept 701 PLANNING DEPARTMENT 101-701-770.000	MEMBERSHIP DUES 2023 -- HUEBLER	AMERICAN PLANNING ASSOCI	10/13/22	381870-22102	255.00
	Total For Dept 701 PLANNING DEPARTMENT				255.00
Dept 751 PARKS DEPARTMENT 101-751-757.000	ANTIFREEZE - WINTERIZE PARKS	WHITE LAKE AUTOMOTIVE	10/31/22	STATEMENT	207.92
101-751-818.700	CONTRACTUAL SERVICES-TEMPORARY	WORKBOX STAFFING	10/30/22	236775-236211	912.51
101-751-933.000	MOWER BATTERY	WHITE LAKE AUTOMOTIVE	10/31/22	STATEMENT	113.74
101-751-933.000	MOWER PARTS - INNER TUBE/TIRE R	WHITE LAKE NURSERY	10/31/22	STATEMENT	51.72
	Total For Dept 751 PARKS DEPARTMENT				1,285.89
Fund 202 MAJOR STREET FUND Dept 463 ROUTINE MAINT 202-463-757.000	QTY 2.07 TONS - ASPHALT	ASPHALT PAVING INC	10/04/22	API-001261-1324-1310	657.07
	Total For Fund 101 GENERAL OPERATING FUND				39,832.55
Dept 478 WINTER MAINT 202-478-757.000	QTY 400 - NUTS/BOLTS/WASHERS -	FASTENAL	10/04/22	MIMUS297 499	196.21
	Total For Dept 478 WINTER MAINT				196.21
Fund 203 LOCAL STREET FUND Dept 463 ROUTINE MAINT 203-463-757.000	QTY 2.05 TONS - ASPHALT	ASPHALT PAVING INC	10/04/22	API-001261-1324-1310	327.15
	Total For Dept 463 ROUTINE MAINT				327.15
Dept 478 WINTER MAINT 203-478-757.000	QTY 400 - NUTS/BOLTS/WASHERS -	FASTENAL	10/04/22	MIMUS297 499	196.20
	Total For Dept 478 WINTER MAINT				196.20
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1 Dept 525 DOWNTOWN STREETScape 247-525-757.000	INSTALL TIMER - N. MEARS FIRE P	KORTHASE & SONS	10/24/22	8412	703.00
247-525-974.000	QTY 238 SETS - CHRISTMAS LIGHTS	MENARDS-MUSKEGON	10/18/22	02940	1,737.07
	Total For Dept 525 DOWNTOWN STREETScape				2,440.07
Fund 249 BUILDING INSPECTION DEPARTMENT Dept 000 648	ANNUAL TRAINING/MILEAGE - ELECT	JJ'S ELECTRIC LLC	07/01/22	STATEMENT	350.00
249-000-818.000	ELECTRICAL PERMITS - OCT-2022	JJ'S ELECTRIC LLC	10/28/22	OCT-2022	1,308.00
249-000-818.000	ANNUAL TRAINING/MILEAGE EXPENSE	ROBERT E TUFTS JR	07/01/22	STATEMENT	350.00
249-000-818.000	BUILDING PERMITS - OCT-2022	ROBERT E TUFTS JR	10/28/22	OCT-2022	4,968.14
249-000-818.000	ANNUAL TRAINING/MILEAGE EXPENSE	SHORELINE INSPECTION SER	07/01/22	STATEMENT	350.00
249-000-818.000	PLUMBING PERMITS - OCT-2022	SHORELINE INSPECTION SER	10/28/22	OCT - 2022	373.79
	Total For Fund 247 TAX INCREMENT FINANCE AUTHORITY				2,440.07

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 249 BUILDING INSPECTION DEPARTMENT					
Dept 000 648					
249-000-818.000	MECHANICAL PERMITS - OCT-2022	SHORELINE INSPECTION SER	10/28/22	OCT-2022	2,627.76
249-000-962.000	ICC MEMBERSHIP 1/2 DUES & CODE	WHITE LAKE FIRE AUTHORIT	10/07/22	2022-087	338.25
		Total For Dept 000 648			10,665.94
		Total For Fund 249 BUILDING INSPECTION DEPARTME			10,665.94
Fund 580 PLAYHOUSE					
Dept 000 648					
580-000-238.000	ALCOHOL PASS THRU - ROTARY NIGH	MONTAGUE-WHITEHALL ROTAR	10/12/22	CONTRACT	835.00
580-000-238.000	STREAMING & REMOTE LICENSE - LA	MUSIC THEATRE INTL	09/21/21	9677184-240	75.00
580-000-757.000	SET PAINT - EVERY BRILLIANT THI	GILL-ROY'S HARDWARE	10/31/22	STATEMENT	26.99
580-000-775.000	PARTS POPCORN MACHINE- PARAGON	BETH BEAMAN	10/27/22	0678182-IN	100.17
580-000-805.000	Q2, CMF MARKETING/WAACC DOMAIN	MUSKOGON MUSEUM OF ART	10/20/22	1-3485	406.20
580-000-818.500	TICKET PASS THRU - ROTARY NIGHT	MONTAGUE-WHITEHALL ROTAR	10/12/22	CONTRACT	450.00
580-000-818.600	CONTRACTUAL SERVICE-SOUND	TYLER J QUINN	10/22/22	CONTRACT	125.00
580-000-818.750	BARTENDER - ROTARY NIGHT ON THE	SKY HARSCH	10/15/22	CONTRACT	125.00
580-000-818.750	BOX OFFICE MGR - THE INSIDERS	SKY HARSCH	10/15/22	CONTRACT	108.00
580-000-850.000	INTERNET - PH	CHARTER COMMUNICATIONS	10/18/22	8245128950031804	319.98
580-000-994.000	BOND FEES	US BANK	10/25/22	6700808	500.00
		Total For Dept 000 648			3,071.34
		Total For Fund 580 PLAYHOUSE			3,071.34
Fund 590 SEWER FUND					
Dept 552 SEWER CUSTOMER ACCOUNTS					
590-552-850.000	INTERNET - DPW	CHARTER COMMUNICATIONS	10/18/22	8245128950031804	59.99
		Total For Dept 552 SEWER CUSTOMER ACCOUNTS			59.99
Dept 554 SEWER PUMPING					
590-554-920.000	PUBLIC UTILITIES/100094991039	CONSUMER'S ENERGY	10/15/22	STATEMENT	31.12
		Total For Dept 554 SEWER PUMPING			31.12
Dept 558 SEWER T & D					
590-558-757.000	1.5 CASE/INVERT PAINT	USA BLUE BOOK	10/13/22	STATEMENTS	201.36
		Total For Dept 558 SEWER T & D			201.36
Fund 591 WATER FUND					
Dept 000 648					
591-000-202.100	Deposit Refund	SMITH MARION	10/31/22	10/31/2022	50.00
		Total For Dept 000 648			50.00
Dept 540 WATER ADMINISTRATION					
591-540-770.000	COMMUNITY WATER SUPPLY FEE 2023	MI DEPT EGLE	10/31/22	761-11046765	1,521.96
		Total For Dept 540 WATER ADMINISTRATION			1,521.96
Dept 542 WATER CUSTOMER ACCOUNTS					
591-542-850.000	INTERNET - DPW	CHARTER COMMUNICATIONS	10/18/22	8245128950031804	59.99
		Total For Dept 542 WATER CUSTOMER ACCOUNTS			59.99
Dept 546 WATER SOURCE PLANT					

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CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 591 WATER FUND					
Dept 546 WATER SOURCE PLANT					
591-546-757.000	WATER TOWER GRAPH	USA BLUE BOOK	10/13/22	STATEMENTS	171.34
591-546-818.100	WATER SAMPLES	MI DEPT EGLE	10/15/22	761-11048480	112.00
591-546-920.000	PUBLIC UTILITIES	FRONTIER	10/16/22	STATEMENT	39.34
		Total For Dept 546 WATER SOURCE PLANT			322.68
Dept 548 WATER T & D					
591-548-757.000	PAPER - YELLOW	STAPLES CONTRACT & COMME	10/22/22	8068027638	6.59
591-548-757.000	0.5 CASE/INVERT PAINT	USA BLUE BOOK	10/13/22	STATEMENTS	201.36
591-548-775.000	QTY 10 - 18' HYD EXT ASY	EJ USA INC	10/12/22	110220077698	667.34
591-548-775.000	200FT SOFT COIL	ETWA SUPPLY INC	10/05/22	S104663927.002	1,556.00
591-548-775.000	REPAIR PORTS - HYDRANT	SCHEID PLUMBING HEATING	10/27/22	I-20853-1	430.22
591-548-818.000	WATER SAMPLES	SUMMIT ENVIRONMENTAL TEC	09/30/22	273160	231.38
591-548-818.100	WELL #7 - CHK VLV/BTTFLY LUG VL	RAYMER COMPANY	10/25/22	23793	5,325.00
		Total For Dept 548 WATER T & D			8,417.89
		Total For Fund 591 WATER FUND			10,372.52
Fund 594 MARINA FUND					
Dept 000 648					
594-000-757.000	ANTIFREEZE - WINTERIZE MARINA	WHITE LAKE AUTOMOTIVE	10/31/22	STATEMENT	100.35
594-000-850.000	INTERNET - MARINA	CHARTER COMMUNICATIONS	10/18/22	8245128950031804	84.99
		Total For Dept 000 648			185.34
		Total For Fund 594 MARINA FUND			185.34
Fund 661 MOTOR POOL FUND					
Dept 000 648					
661-000-310.000	CONTRACT PMT - NOV- 2022 VOLVO	KS STATEBANK	10/12/22	60691-12-2022	2,277.86
661-000-781.000	BOLT LEVER	WHITE LAKE NURSERY	10/31/22	STATEMENT	8.61
661-000-818.000	SHOP TOWELS	MODEL COVERALL SERVICE I	10/31/22	STATEMENT	43.82
661-000-931.000	DPW ROOF LEAK REPAIR	BOB'S ROOFING CO INC	10/26/22	72531	413.10
661-000-933.000	TRK 12-18-OIL/FILTER	TWIN CITIES AUTO PARTS	10/31/22	STATEMENT	6,131.24
661-000-933.000	12-11 JETTER LINE PARTS	WHITE LAKE AUTOMOTIVE	10/31/22	STATEMENT	342.22
661-000-933.000	CHAIN & CHAIN SHARPEN	WHITE LAKE NURSERY	10/31/22	STATEMENT	37.00
661-000-994.000	INTEREST - NOV-2022 VOLVO LOADE	KS STATEBANK	10/12/22	60691-12-2022	579.37
		Total For Dept 000 648			9,833.22
		Total For Fund 661 MOTOR POOL FUND			9,833.22

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CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF NOVEMBER 9, 2022

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
	Fund Totals:				
	Fund 101	GENERAL OPERATING FUND			39,832.55
	Fund 202	MAJOR STREET FUND			853.28
	Fund 203	LOCAL STREET FUND			523.35
	Fund 247	TAX INCREMENT FINANCE			2,440.07
	Fund 249	BUILDING INSPECTION DE			10,665.94
	Fund 580	PLAYHOUSE			3,071.34
	Fund 590	SEWER FUND			292.47
	Fund 591	WATER FUND			10,372.52
	Fund 594	MARINA FUND			185.34
	Fund 661	MOTOR POOL FUND			9,833.22

Total For All Funds:

78,070.08



October 31, 2022

Dear City Council Members,

The Montague Whitehall Rotary Club has planned, fundraised for, and executed the 4th of July Fireworks for eight years. Due to circumstances beyond our control, the company we were working with in 2022 cancelled our show. The pandemic caused many fireworks companies to close and shooting teams are scarce. The availability of companies and teams have not changed.

After much discussion, the Club has decided to no longer be involved in planning, fundraising and executing the firework displays for the White Lake community. We feel it is outside our mission and we want to focus our energy and resources in a different direction.

It is our understanding that there are others in the community who may be interested in planning the event. We do have contact and pricing information that I'm including with this notice.

We wish the community all the best in their planning.

In Service,

A handwritten signature in blue ink that reads "Beth Beaman".

Beth Beaman, President
Montague Whitehall Club



Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

Visit us at www.wolverinefireworks.com

Montague-Whitehall Rotary Club

\$22,500 Fireworks Proposal

Opening Show

2 100 Shot Z shape Salute w/Silver Comet Tail

Main Show

72	3"	Flower King Assorted Shells
180	3"	Lidu Assorted Shells Time Chained 10/1
12	3"	Blue Thunder W/Tail
<hr/>		
264		

72	4"	Flower King Assorted Shells
72	4"	Shenna Assorted Shells
72	4"	Lidu Assorted Shells Time Chained 6/1
36	4"	Dragon Head Assorted Shells
<hr/>		
252		

36	5"	Heku Assorted Shells
36	5"	Huisky Long Duration Assorted Shells
36	5"	Lidu Assorted Shells Time Chained 6/1
18	5"	Dragon Head Assorted Shells
<hr/>		
126		

27	6"	Sunny Assorted Shells
27	6"	Nishi Pyro Assorted (1) Shells
27	6"	Nishi Pyro Assorted (2) Shells
27	6"	T-Sky Assorted Shells
<hr/>		
108		

Grand Finale

2	25 Shot	2.5" Big Crackling Preloaded Cake
144	3"	Titanium Salutes Chained 12/1
144	3"	Lidu Color & Report Finale 12/1
36	4"	Big Crackling Shells Chained 6/1
2	16 Shot	4" Preloaded Cake



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Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

Visit us at www.wolverinefireworks.com

Montague-Whitehall Rotary Club

\$15,000 Fireworks Proposal

Opening Show

2 100 Shot Z shape Salute w/Silver Comet Tail

Main Show

72	3"	Flower King Assorted Shells
180	3"	Lidu Assorted Shells Time Chained 10/1
12	3"	Blue Thunder W/Tail
<hr/> 264		

72	4"	Flower King Assorted Shells
72	4"	Shenma Assorted Shells
36	4"	Dragon Head Assorted Shells
<hr/> 180		

36	5"	Heku Assorted Shells
36	5"	Huisy Long Duration Assorted Shells
18	5"	Dragon Head Assorted Shells
<hr/> 90		

18	6"	Sunny Assorted Shells
18	6"	T-Sky Assorted Shells
<hr/> 36		

Grand Finale

2	25 Shot	2.5" Big Crackling Preloaded Cake
144	3"	Titanium Salutes Chained 12/1
144	3"	Lidu Color & Report Finale 12/1
2	16 Shot	4" Preloaded Cake

CITY OF WHITEHALL
RESOLUTION 22-52
MDOT Contract

Council member _____ offered the following resolution and moved for its adoption:

Be it resolved that
CONTRACT No. 22-5480, Control Section STUL 61000, Job Number 208216CON
by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF WHITEHALL

is hereby accepted.

The following Official(s) is/are authorized to sign the said contract:

Scott Huebler, City Manager

Supported by Council Member _____

ADOPTED: YES: _____
NO: _____
ABSENT: _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted
at
a regular meeting of the City Council on the
9th day of November, 2022.

City Clerk

STP, HIC

DA

Control Section	STUL 61000
Job Number	208216CON
Project	22A1081
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	22-5480

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WHITEHALL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Whitehall, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 12, 2022, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along Mears Avenue from Zellar Road to approximately 150 feet south of Gibbs Road, including concrete curb and gutter, curb ramps, storm sewer, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain and sanitary sewer along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID
SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$20,301, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, for the PROJECT is not exceeded. Federal Surface Transportation (Small Urban) Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. Federal Surface Transportation (Muskegon) Funds shall lastly be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$58,453, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the

DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and

specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself 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.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WHITEHALL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



October 12, 2022

EXHIBIT I

CONTROL SECTION STUL 61000
JOB NUMBER 208216CON
PROJECT 22A1081

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,309,000	\$296,500	\$1,605,500

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,309,000	\$296,500	\$1,605,500
Less Federal Funds*	<u>\$ 453,754</u>	<u>\$ 0</u>	<u>\$ 453,754</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 855,246	\$296,500	\$1,151,746

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, 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 shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY 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 the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.
 - c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909
 - d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.
 - e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.
 - f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.
2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
 3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts 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 the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
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 B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**CITY OF WHITEHALL
ORDINANCE NO. 22-06
POSSESSION OF TOBACCO**

AN ORDINANCE TO AMEND Title 7 General Offenses, Section 70.06 entitled "Possession of Tobacco by Minors," by amending the Code of Ordinances of the City of Whitehall, Michigan.

THE CITY OF WHITEHALL ORDAINS: That Section 70.06 be amended to Title 7 of the Whitehall Code of Ordinances to provide:

Section 70.06. POSSESSION OF TOBACCO PRODUCTS BY PERSONS UNDER 21.

(A) A person under 21 years of age shall not do any of the following:

- (1) Purchase or attempt to purchase a tobacco product, vapor product or alternative nicotine product.
- (2) Possess or attempt to possess a tobacco product, vapor product or alternative nicotine product.
- (3) Use a tobacco product, vapor product or alternative nicotine product.
- (4) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product, vapor product or alternative nicotine product.

Section	Description	Violation
70.06(A)	Possession of Tobacco Products by Persons Under 21	Civil Infraction – fine of not more than \$50.00 for each violation

(B) No person shall knowingly sell, give, or furnish any tobacco product, vapor product or alternative nicotine product to an individual under the age of 21 and shall reasonably establish the individual's age. If an individual is not known by appearance or personal knowledge to be of age, the person providing any tobacco product, vapor product or alternative nicotine product shall establish the age by examining a government issued photographic identification that shows an exact birth date.

Section	Description	Violation
70.06(B)	Possession of Tobacco Products by Persons Under 21	Misdemeanor – fine of not more than \$50.00 for each violation

(C) This Ordinance is to become effective ten (10) days after publication.

Ayes:

Nays:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Whitehall, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Council of the City of Whitehall, at a regular meeting of the City Council on the 25th day of October, 2022, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date: November 9, 2022

Brenda Bourdon
City Clerk

Adopted: November 9, 2022
Published: November 20, 2022
Effective: November 30, 2022

**CITY OF WHITEHALL
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. 22-07**

An ordinance to amend Chapter 41: Snowmobiles.

THE CITY COUNCIL OF THE CITY OF WHITEHALL HEREBY ORDAINS:

That Ordinance §41.03(D) be amended to eliminate the prohibition of snowmobiles on Lake Street.

This Ordinance is to become effective ten (10) days after publication.

Ayes:

Nays:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Whitehall, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Council of the City of Whitehall, at a regular meeting of the City Council on the 9th day of November, 2022, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date:

Brenda Bourdon
City Clerk

Adopted: November 9, 2022
Published: November 20, 2022
Effective: November 30, 2022

**CITY OF WHITEHALL
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. 22-08**

AN ORDINANCE TO AMEND Title 6 Business Regulations, Chapter 610 entitled "Business Registration," by amending the Code of Ordinances of the City of Whitehall, Michigan.

THE CITY COUNCIL OF THE CITY OF WHITEHALL HEREBY ORDAINS:

That Chapter 610 – Business Registration be adopted as follows:

**CHAPTER 610
BUSINESS REGISTRATION**

§610.01 Purpose

The purpose of this Article is to assist the City and local Authorities with information to provide adequate police and fire protection, equal and equitable property taxation, efficiency and economy in furnishing public utility services, comprehensive and informed planning and zoning for uses of land and structures, and a registry of businesses operating in the City for the general information of the public and for the promotion of the City.

§610.02 Definitions

The following words, terms, and phrases when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning.

Business is a trade, occupation, profession, work, commerce, or other activity owned or operated for profit by a person within the City. Home occupations; political, charitable, and religious establishments or agencies; political subdivisions of the United States, State of Michigan, or Muskegon County; and rental properties are excluded from the provisions of this Ordinance.

§610.03 Registration

No person may commence, continue, or materially change the operations or ownership of a business within the City without having first registered with the City Clerk and shall maintain registration in current effect during any business operation or activity. The owner or operator of a business shall make every effort to notify the City upon the cessation of business operations without penalty for failure to do so.

§610.04 Procedure

The owner or operator of a business shall submit a registration application to the City Clerk on a form provided by the City. A fee shall, as established by the City Council, accompany the application. Upon filing of a properly completed application and payment in full of any fee, the City Clerk shall issue a Registration Certificate to commence or continue the business providing the business complies with the terms of this Article and all other applicable City ordinances and regulations.

§610.05 Conditions

A Registration Certificate shall not be issued where the existing or proposed business would be illegal under any law or ordinance of the United States, State of Michigan, Muskegon County, or the City of Whitehall. Registration Certificates may not be transferred to any other person. The City shall have the right to inspect the business premises to verify compliance with this Article.

§610.06 Qualifications

The City Clerk shall not issue a Registration Certificate and the City Council may revoke a Registration Certificate upon determination that any of the following exists:

- A. Violation of any zoning ordinance that has not been remedied within six months of notification by the City provided, however, that upon a timely request and for good cause shown, this deadline may be extended;
- B. Maintenance of a nuisance on the property;
- C. Failure to comply with the requirements of any federal, state or local codes, ordinances, laws, or administrative rules;
- D. Violation of any law or ordinance in the conduct of the business;
- E. Failure to comply with any promise or representation made by the applicant or with any condition imposed upon the applicant as a basis for approval;
- F. A person who does not own the premises for which the registration is sought does not have a lease for the full period for which the Registration Certificate is to be issued;
- G. Fraud, misrepresentation, or any false statement made in the application, or
- H. Any other relevant factor deemed appropriate.

§610.07 Notice

Any person denied a registration or subject to a revocation shall be notified by registered mail within five days of the non-issuance or revocation. The notification shall state the reasons for the non-issuance or revocation and the right to appeal.

§610.08 Appeal

Any person denied a registration or subject to a revocation shall have the right to appeal to the City Council. A written appeal must be received by the City within five business days of the date of notification. The appeal shall be heard by the City Council at a regularly scheduled meeting within 20 business days of receiving the appeal.

§610.09 Display

All Registration Certificates shall be prominently displayed in the business to which it has been issued.

§610.10 Penalties

A person violating any provisions of this Article shall be responsible for a municipal civil infraction. Each day on which a violation of this Article shall continue shall constitute a separate offense.

First Offense	\$50
Second Offense	\$100
Third and all Subsequent Offenses	\$200

This Ordinance is to become effective ten (10) days after publication.

Ayes:

Nays:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Whitehall, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Council of the City of Whitehall, at a regular meeting of the City Council on the 9th day of November, 2022, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date:

Brenda Bourdon
City Clerk

Adopted: November 9, 2022
Published: November 20, 2022
Effective: November 30, 2022

**CITY OF WHITEHALL
MUSKEGON COUNTY, MICHIGAN
ORDINANCE NO. 22-09**

An ordinance to amend Chapter 67: Rental Property.

THE CITY COUNCIL OF THE CITY OF WHITEHALL HEREBY ORDAINS:

That Ordinance §67.02 shall be amended as follows;

“This Article shall apply to any *non-owner-occupied* dwelling or part thereof, or any other structure or part thereof, ~~which is occupied by persons other than the owner and the owner's immediate family~~, pursuant to any oral or written rental or lease agreement, or other valuable compensation for the purpose of residing therein or thereon. Rental units shall include, but not be limited to single family dwellings, multiple family dwellings or any structure, building or property used for residential dwelling purposes.”

“This Article shall not apply to hospitals; nursing homes; convalescent homes; foster homes; temporary group shelters provided by legal nonprofit agencies which are inspected, certified, and licensed by the State of Michigan; hotels and motels licensed and inspected by the State of Michigan; ~~or short term rental units defined as a unit with an intended duration of less than thirty consecutive days.~~”

This Ordinance is to become effective ten (10) days after publication.

Ayes:

Nays:

CERTIFICATE

The undersigned, being the duly qualified Clerk of the City of Whitehall, Muskegon County, Michigan, does hereby certify that the foregoing is a true and complete copy of an ordinance adopted by the City Council of the City of Whitehall, at a regular meeting of the City Council on the 9th day of November, 2022, at which meeting a quorum was present and remained throughout, and that the meeting was conducted and public notice was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan of 1976, as amended, and that minutes were kept and will be or have been made available as required thereby.

Date:

Brenda Bourdon
City Clerk

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