



CITY COUNCIL WORK SESSION
405 E. COLBY ST., WHITEHALL, MI
CITY COUNCIL CHAMBERS
JANUARY 10, 2023
5:00 p.m.

AGENDA

1. Meeting Called to Order
2. Discussion Items
 - Appointments (Brown)
 - Parks & Recreation Master Plan (Huebler)
 - Property Maintenance Code (Meier)
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
January 2023

Appointments (Brown)

Councilmember Brown has asked to discuss the process of making appointments. There are three methods of appointment - by the mayor, by the mayor subject to council confirmation, and by council. The Construction Board of Appeals is a mayoral appointment. Members of BRA, LDFA, Officer's Compensation, Planning, and TIFA are appointed by the mayor subject to council confirmation. The Board of Review, one member of the Election Commission, Marina Advisory, and Zoning Appeals are council appointments. Some instances use the term chief executive officer that includes mayor or city manager. Our operating practice has been for the mayor to recommend all appointments subject to council confirmation. An application form for potential appointees has been on our website for years. We have yet to receive a single unsolicited form.

Parks & Recreation Master Plan (Huebler)

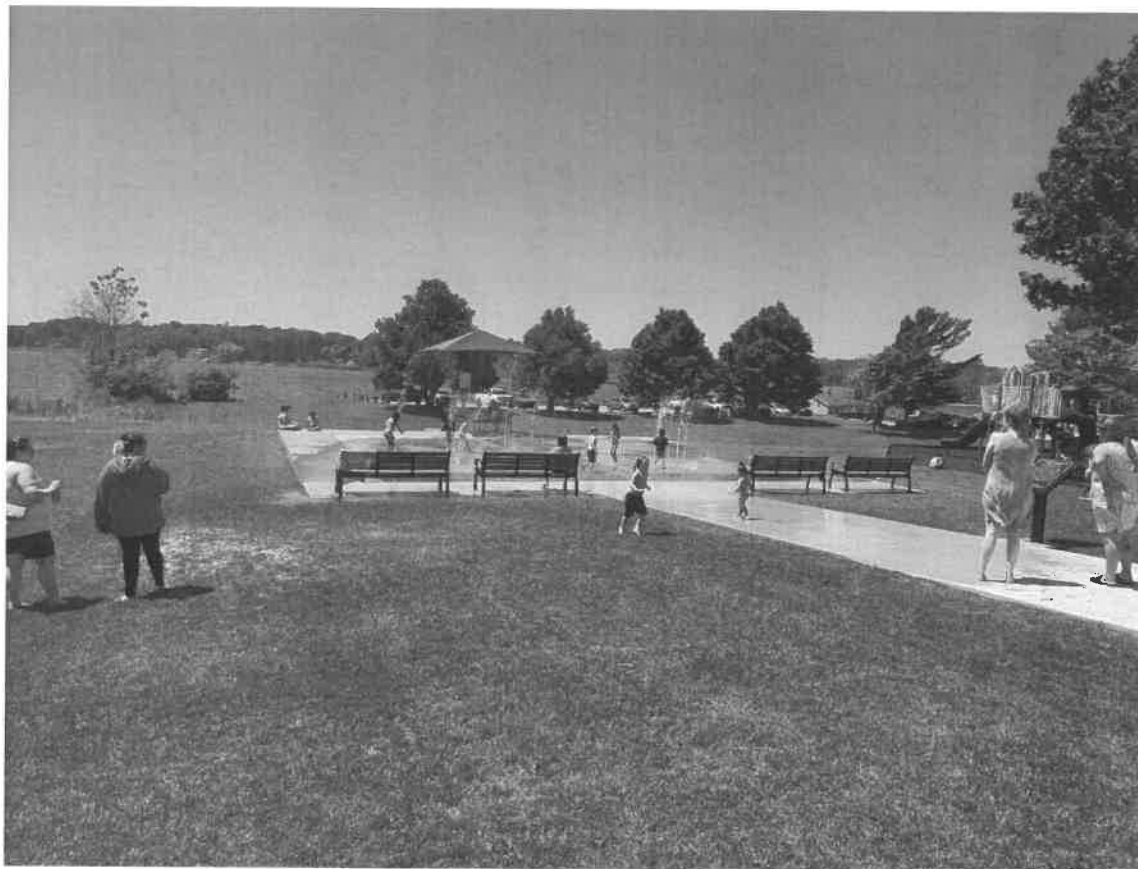
The State requires the adoption of a five year parks and recreation master plan in order to qualify for most of the State sponsored grants. A Committee developed a draft plan following two public work sessions and a community survey. The Planning Commission reviewed the Plan, made minor changes, and held the required public hearing. Following review by the City Council, formal adoption will be on the agenda for January 24 in order to meet the February 1 submittal deadline.

Property Maintenance Code (Meier)

Councilmember Heidelberg noted that the International Property Maintenance Code as adopted by the City does not cover hotels or businesses. This limits our ability to address vacant buildings falling into disrepair. City Attorney Meier will present options for consideration.

2023 Parks & Recreation Master Plan

City of Whitehall, Michigan



Goodrich Park Howmet Splash Pad

COMMUNITY DESCRIPTION

The City of Whitehall is located in northwest quarter of Muskegon County bordered on the west by White Lake and the north by White River. The City shares its eastern boundary with Whitehall Township and the southern boundary with Fruitland Township. The White River widens at the bridge between Whitehall and the City of Montague to form White Lake which flows into Lake Michigan. Whitehall is four miles east of Lake Michigan and eleven miles north of Muskegon.

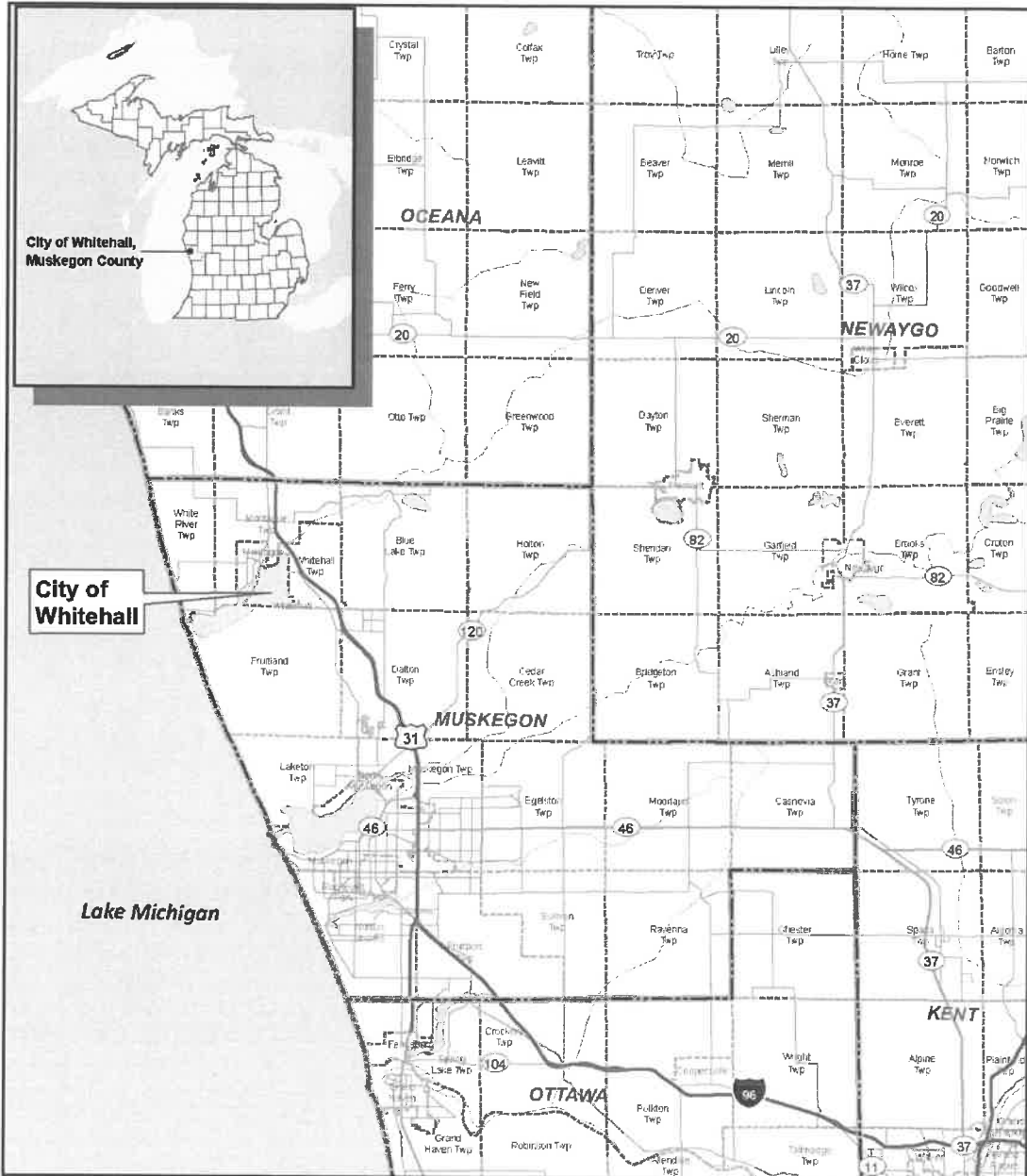
This Recreation Plan was developed for the City of Whitehall encompassing 3.2 square miles with a population of 2,909. The chart below depicts population trends for the City, surrounding communities, and County according to the U.S. Census Bureau.

	1990	2000	2010	2020
City of Whitehall	3,027	2,884	2,706	2,909
City of Montague	2,276	2,407	2,361	2,417
Fruitland Twp.	4,391	5,235	5,543	5,793
Montague Twp.	1,429	1,637	1,600	1,555
Whitehall Twp.	1,464	1,648	1,739	1,768
White River Twp.	1,250	1,338	1,335	1,383
Muskegon County	158,983	170,200	172,188	173,883

The median age of 44.7 years is 10% higher than the State average with the population fairly evenly distributed between residents under the age of 29, those 30 to 59 years old, and residents 60 years of age and older. 54% of the population is female.

Like most of the Midwest, Whitehall has seen some recent extreme weather fluctuations. Over the last ten years we experienced winter temperatures well above average and almost no snowfall resulting in very low lake levels then a return to normal with record cold temperatures and extreme snowstorms bringing the area lakes to normal levels but producing large amounts of runoff and sedimentation but the water continued to rise to record levels swamping adjacent properties and closing major streets. This cycle will need to be taken into consideration when planning any development near bodies of water.

This Master Plan will focus on wide ranging passive to active recreational opportunities within the City's ten parks encompassing 300 acres. The City does not provide organized recreational activities.



June 3, 2014



Map 1
Regional Location Map

City of Whitehall, Michigan

LEGEND

- Interstates
- US Highways
- State Highways
- Surrounding Counties
- Surrounding Municipalities
- City of Whitehall



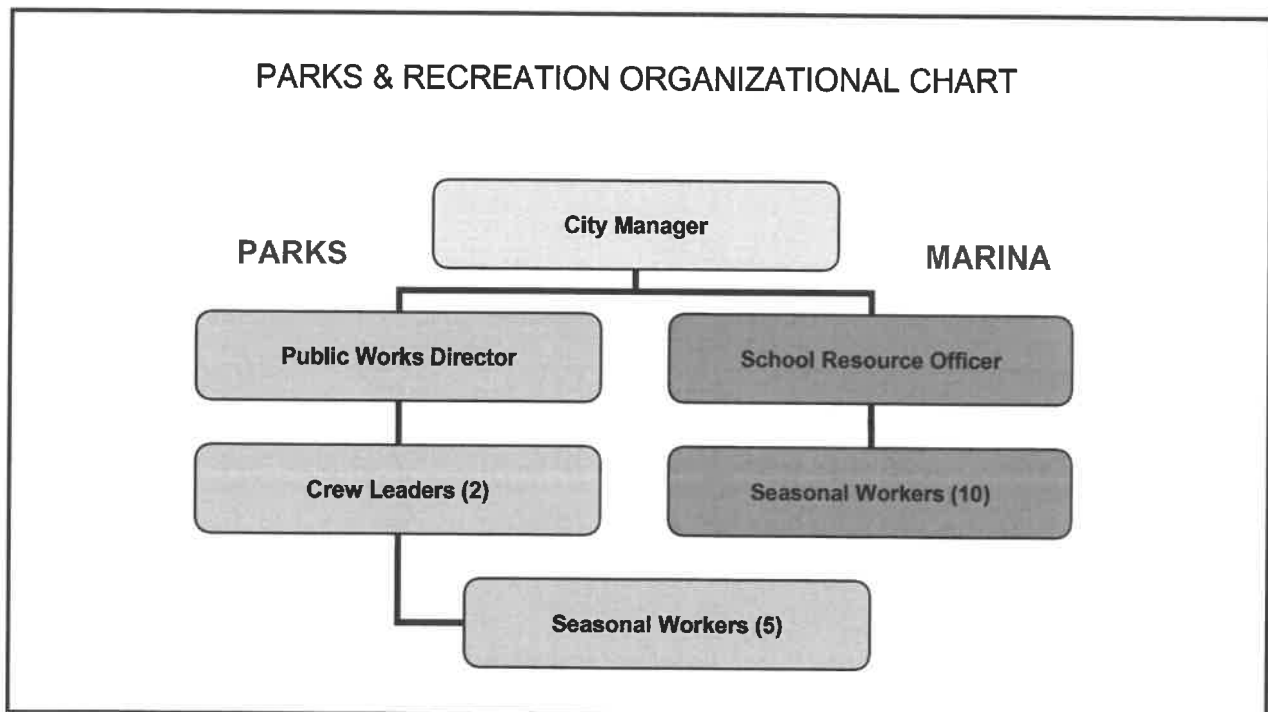
Data Source: Michigan Geographic Framework, Michigan Center for Geographic Information, Version 8a

ADMINISTRATIVE STRUCTURE

The City functions with a weak mayor form of government under the City Charter adopted in 1977. The City Council, acting as the Parks and Recreation Committee, establishes policies for the use, development, and funding of the parks and recreation facilities. They retain the authority to commit funds, accept grants, and purchase property. The Council meets twice a month and consists of seven members. The Planning Commission and Marina Advisory Committee act as advisory boards making recommendations on long term planning and major projects. Planning meets monthly and the Marina Advisory Committee meets twice per year.

The daily administrative functions are carried out under the direction of an appointed City Manager. Park and recreation activities fall directly under the supervision of the Public Works Director. Two full time crew leaders oversee the daily operations and maintenance along with a summer seasonal crew. The Department of Public Works six full time maintenance workers are utilized on an as needed basis for large projects and heavy equipment operation.

The City uses the Police Department School Resource Officer to oversee the operations of the marina. College and high school students are hired on a seasonal basis to run the daily operations.



Current and projected annual budgets are depicted in the charts below. Funding for operations and maintenance for the parks and the pathway come from general property tax levies. Capital expenditures are heavily dependent upon grant funding and the occasional private donation. The City's Tax Increment Finance Authority has provided capital funding and grant match allocations for the marina and parks that are within its district. The marina generates revenue for expenses from boat slip rentals and fuel sales. Seasonal and transient slip rates are regulated through the Waterways Commission.

PARKS DEPARTMENT

	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
O & M	\$175,700	\$183,000	\$190,000	\$198,000	\$206,000
Capital	<u>\$25,000</u>	<u>\$200,000</u>	<u>\$100,000</u>	<u>\$100,000</u>	<u>\$100,000</u>
	\$200,700	\$383,000	\$290,000	\$298,000	\$306,000

WHITE LAKE PATHWAY

	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27
O & M	\$9,900	\$10,300	\$10,700	\$11,100	\$11,600
Capital	<u>\$0</u>	<u>\$3,000</u>	<u>\$0</u>	<u>\$5,000</u>	<u>\$0</u>
	\$9,900	\$13,300	\$10,700	\$16,100	\$11,600

MARINA OPERATING BUDGET

	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18
Revenues	\$168,300	\$175,000	\$182,000	\$189,000	\$197,000
O & M	\$125,300	\$130,000	\$136,000	\$141,000	\$147,000
Capital	<u>\$0</u>	<u>\$40,000</u>	<u>\$40,000</u>	<u>\$40,000</u>	<u>\$50,000</u>
	\$43,000	\$5,000	\$6,000	\$8,000	\$0

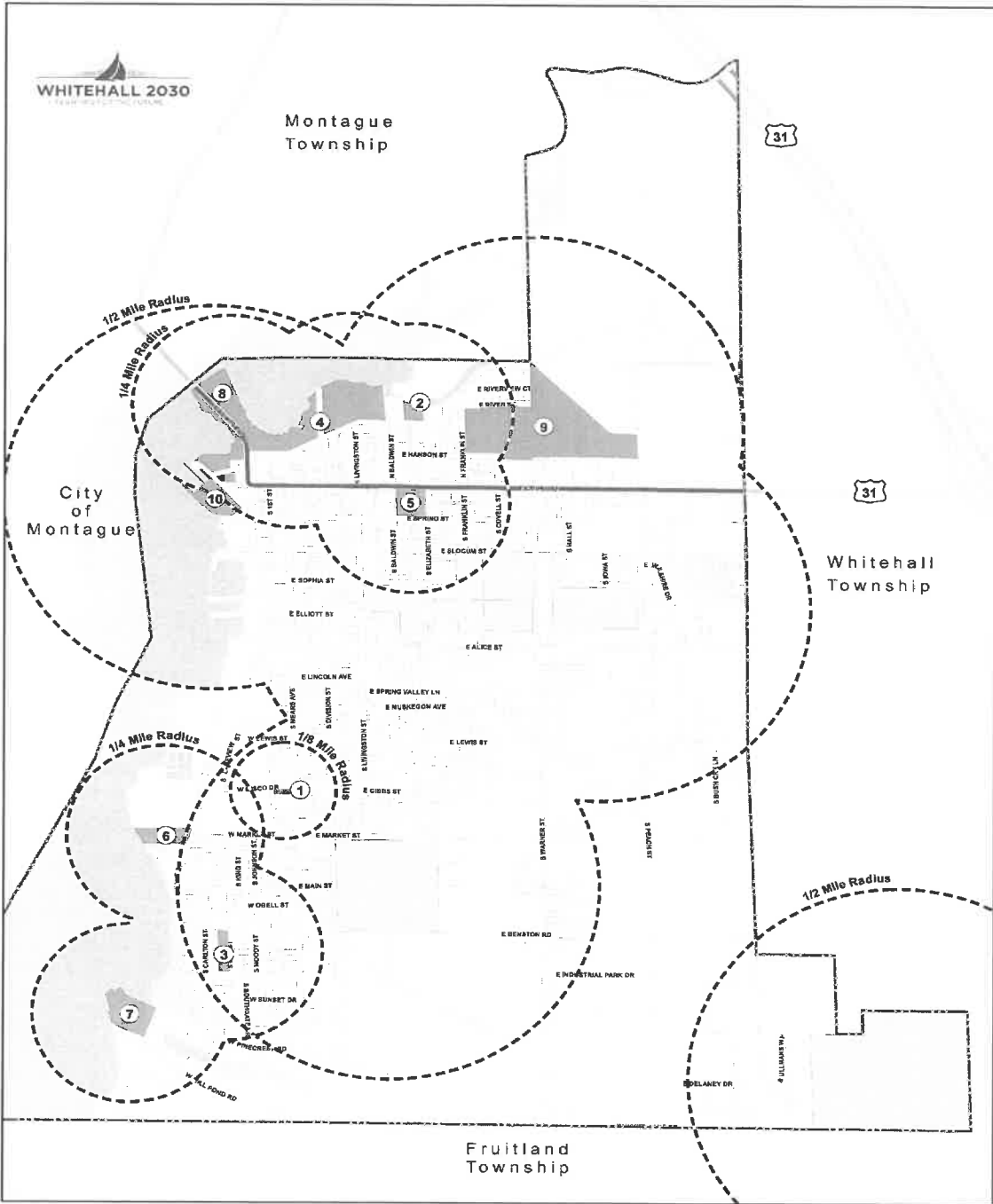
The City coordinates financial and maintenance support for the use of parks and athletic fields with the West Michigan Snowmobile Association, White Lake Area Community Education, White Lake Area Youth Sports Club, White Lake Chamber of Commerce, White Lake Little League, White Lake Snow Farmers, and Whitehall District Schools. Most of these organizations are volunteer run. Community Education provides enhanced recreational services for resident senior citizens with a senior millage pass through from the City.

RECREATION INVENTORY

The City owns and operates nine parks; three paved pathways for use by pedestrians, bicyclist, and snowmobilers; two natural areas; two social gathering areas; and one marina public spaces encompassing 380 acres and 3.5 miles of dedicated paved pathways for use by pedestrians, bicyclist, and snowmobilers. Accessibility will be improved at all parks and facilities in conjunction with any overall development improvements. City staff conducted a physical review of existing parks and facilities by updating a prior list to develop the following;

NAME	TYPE	AMENITIES	SIZE
Covell Park	Community Accessibility-4	Boat launch, boat cleaning station, community art work, fishing deck, paved parking, picnic tables, seasonal port-a-johns, veterans memorial	3.9 acres
Downtown Social District	Community Accessibility-3	Alcohol allowed social district bordering three eating and drinking establishments	1.5 acres
Funnel Field	Regional Accessibility-3	Baseball and softball fields, basketball and tennis courts, paved parking, playground equipment, restrooms, soccer field	14. acres
Gee Park	Neighborhood Accessibility-1	Playground equipment	1.6 acres
Goodrich Park	Regional Accessibility-3	ADA motorized swing, benches, fishing deck, gazebo, grills, paved parking, picnic shelter, picnic tables, playground equipment, restrooms, splash pad	8.5 acres
Lions Park	Neighborhood Accessibility-4	Boardwalk, interpretive station, paved parking, picnic shelter	3.5 acres
Mill Pond	Community Accessibility-1	Fishing, paved parking, seasonal port-a-john	4.6 acres

Norman Park	Neighborhood Accessibility-1	Bench swing, picnic table	1 acre
North Mears Promenade	Regional Accessibility-5	Benches, gas operated fire pit, lighted sledding hill, paved parking, restrooms	0.8 acres
Slocum Park	Community Accessibility-2	Benches, city hall complex, paved parking, tennis court	2.4 acres
Slocum Switchback	Neighborhood Accessibility-5	Benches, community artwork, paved pathway	525 feet
Svensson Park	Community Accessibility-2	Bird sanctuary, bridge, hammock pergola, paved parking, picnic tables, playground equipment, small craft launch, wetlands	3.7 acres
Veterans Memorial Park	Neighborhood Accessibility-3	Veterans memorial	.25 acres
White Lake Municipal Marina	Regional Accessibility-3	50 boats slips, fuel sales, paved parking, sewage pump out, restroom, showers	3 acres
White Lake Pathway	Regional Accessibility-4	Benches, community art work, flower gardens, native landscaping, seasonal port-a-johns, wooden bridges	2.2 miles
White River Floodplain	Regional Accessibility-1	Conservation easement, river restoration	330 acres
White River Trail	Community Accessibility-3	Foot bridge, paved pathway	1,600 feet



Map 4
Park Service Radii
 City of Whitehall, Michigan
 September 8, 2014

0 500 1,000
 Feet



Base Map Source: Muskegon County GIS, 2014

LEGEND	CITY PARKS	
Parks	1 Veteran's Memorial	6 Svensson Park
School Facilities	2 Norman Park	7 Mill Pond Park
City Boundary	3 Gae Park	8 Covell Park
	4 Lion's Park	9 Funnell Field
	5 Slocum Park	10 Goodrich Park

Whitehall District Schools and White Lake Area Community Education provide recreational activities and facilities including playgrounds, tennis courts, baseball and softball fields, soccer fields, indoor golf, football/soccer field, and outdoor track and field. The Viking Athletic Center provides indoor turf for baseball, softball, and soccer; basketball courts; walking track; and training facilities.

Other nearby regional recreational opportunities can be enjoyed at Duck lake State Park, Hickory Knoll Golf Course, Meinert County Park, Michigan's Adventure, Muskegon Luge Adventure Sports Park, Muskegon State Park, Old Channel Golf Course, Owasippe Boy Scout Camp, Pioneer County Park, Trailway Campground, and White Lake Golf Club.

MDNR RECREATION GRANT INVENTORY

The following recreational sites have been partially or fully funded through the generosity of the Michigan Department of Natural Resources.

PROJECT	DESCRIPTION
<p>White River Marshland Preserve Grant 26-00284</p>	<p>Acquisition - 93 acres of floodplains bordering the south side of the White River and the northern city limits preserved as a natural habitat for flora and fauna. The property abuts other City owned property for a combined 200 acres of preserved marshland. The site is still open to the public. The land is still present. There has been no use conversion.</p>
<p>Goodrich Park Marina Grant 26-0119</p>	<p>Development - 50 slip marina with landscaping, irrigation, parking, sidewalks, bathhouse, utilities, sewage pump-out, play equipment, benches, drinking fountain, picnic tables, and marine radio. The marina is still open to the public. The facilities are still present. There has been no use conversion.</p>
<p>Funnell Field Grant BF93-377</p>	<p>Development – Baseball and softball fields, restroom, paved parking, accessible walk, irrigation, handicap drinking fountains, soccer field, basketball court, removal of deteriorated building. The park is still open to the public. The facilities are still present. There has been no use conversion.</p>
<p>Svensson Park Grant MNRTF 90-009</p>	<p>Development - Parking, boat launch, play structure, grills, picnic tables, footbridge, sand volleyball courts, landscaping. The park is still open to the public. Most of the grant funded facilities are still present. The sand volleyball courts have been removed due to a lack of use and replaced with native species growth. There has been no use conversion.</p>

White Lake Pathway Grant TF 01-081	Development – 7,450 lineal feet of 12' wide paved path, bridges, board walk. The pathway is still open to the public. The facilities are still present. There has been no use conversion.
Goodrich Park Renovations Grant TF 05-086	Improvements - Play structure and walkways, picnic shelter with restrooms, fishing deck; all barrier-free. The park is still open to the public. The facilities are still present although the fishing deck was severely damaged due to high waters and is under repair and some items were replaced under the Land and Water Conservation Grant 26-01119. There has been no use conversion.
White Lake Pathway South End Grant TF 07-037	Development - 7,655' lineal feet of 12' wide paved path, interpretive signs. The pathway is still open to the public. The facilities are still present. There has been no use conversion.

WHITE LAKE MUNICIPAL MARINA

The White Lake Municipal Marina is located in Goodrich Park at 100 Lake Street, adjacent to the downtown on White Lake with direct access to Lake Michigan. The marina has 50 slips offering both transient and seasonal slips. The number of seasonal slips is regulated by the Waterways Commission. The marina has had a waiting list for seasonal slips over the last few years. All slips and the renovated bathhouse are ADA accessible. Site improvements will be included in this Master Plan with detailed drawings developed at a later date. The marina is marketed through the DNR Reservation System, White Lake Visitors Guide, the City's website and Facebook page, and the occasional trade magazine.

The City does not anticipate any near future dredging needs. The marina was on a ten year cycle having dredged in 1990, 2000, 2012, and again in 2013 with emergency funding from the DNR. A combined 6,060 yards were dredged in 2012 and 2013 with disposal on an adjacent city owned site.

MARINA MAINTENANCE and REPLACEMENT

Annual Maintenance Schedule	
Repairs and Maintenance Building	\$10,500
Annual Supplies Office, Operating, Concessions	\$900
Annual Services Weed Control	\$4,600

Minor Infrastructure Replacement		
Aquasweep Aerators	2022	\$1,100
Dock Posts	2023	\$5,000
ADA Chair Lift	2024	\$7,000

Major Infrastructure Replacement		
West Pier Repairs	2024	\$100,000
Pier and Dock Replacement	2026	\$950,000

COMPARISON TO RECREATION STANDARDS

To identify possible recreational deficiencies, a comparison was made using standards found in the 2022 National Recreation and Park Association Agency Performance Review. Whitehall, with a population of 2,909, was compared to communities with a population of less than 20,000 - the smallest sample group in the Review.

	National Average	Whitehall	Above/Below National Average
Residents per Park	1 for every 1,233	24 for every 2,323	Above
Park Acres per 1,000 Residents	12.9	15.1	Above
Miles of Trails	14	2.6	Below
Park FTEs per 10,000 Residents	8.9	10.3	Above
Expenditures per Capita	\$93.01	\$72.40	Below
Expenditures per Acre	\$7,823	\$4,781	Below

Residents per Playground	1,986	727	Above
Residents per Basketball Court	3,750	1,455	Above
Residents per Youth Baseball Field	3,107	1,455	Above
Residents per Tennis Court	2,723	1,455	Above
Residents per Youth Softball Field	5,399	1,455	Above

Whitehall is below the national average in miles of trails but as a fully developed community with 19 miles of sidewalk and a very active walking population, this is not considered a local deficiency. Whitehall falls below averages for expenditures. Meeting the national average would require increased funding between 22% and 38%. The City does not have a dog park, swimming pool, skating park, ice rink, or dedicated pickle ball court. All are considered beyond local financial capabilities.

PUBLIC INPUT

The Whitehall City Council adopted prioritized goals in December of 2021 following a public brainstorming session led by a professional facilitator. The adopted list included a dozen parks related goals which have been incorporated into this Plan.

The City developed an on line survey asking the same three core questions that were asked as part of the 2015 Master Plan update. This provided insight into the potential changes in opinion on the use, maintenance, and enhancement to the parks.

The public was afforded the opportunity to submit written comments during the 30 day plan availability period. Input was also solicited during public meetings held by the Master Plan Committee held on November 7 and 21. Comments will also be taken during the January 3 Planning Commission public hearing; the January 10 City Council Work Session; and the regular Council meeting scheduled for January 24.

DEVELOPMENT GOALS

The focus of this Master Plan is to repair, maintain, and enhance existing parks and recreation facilities. New, additional, and expanded facilities will be in the secondary tier of goals. The deteriorating, 40 year old wooden signs will be replaced in all of the parks.

LOCATION	SCOPE OF DEVELOPMENT	ESTIMATED COST
Community Pool	Support and coordinate with Whitehall Schools for construction of a pool.	\$10,000,000
Covell Park	Maintain wetlands; add picnic tables and grills; install a vault toilet; build a shelter and a boardwalk along the riverbank.	\$94,300
Downtown Pocket Park	Develop a park utilizing a closed alley with high top tables, landscaping, and restrooms.	\$160,000
Downtown Social District	Continue development of the District with high top tables and viewing binoculars; extend the pedestrian promenade by closing North Mears.	\$328,000
Funnell Field	Replace restrooms and playground equipment; resurface basketball courts; repair and expand parking; develop a dog park, skate park, and a nine hole disc golf course.	\$487,700
Gee Park	Install play structure and a fencing.	\$72,500
Goodrich Park	Replace picnic tables, grills, swing set, and lights; repair drinking fountains, irrigation lines, and fishing deck; add benches, fencing, and shade covering to the splash pad; install game tables and security cameras.	\$139,700
Lions Park	Repair boardwalk, viewing deck, and electrical outlets; develop a small craft launch site.	\$36,500
Mill Pond Park	Maintain natural vegetation; add trash cans and a vault toilet.	\$56,000

Norman Park	Enhance views; install grills; repair staircase.	\$12,400
Sail-away Park	Construct pedestrian friendly park connecting the waterfront to the downtown with benches, picnic tables, game tables, decorative walkways, and landscaping.	\$760,000
Slocum Park	Construct restroom; install fitness trail and pickle ball courts; complete the removal of the tennis and shuffleboard courts.	\$215,000
Svensson Park	Maintain natural vegetation; replace bench swing with a static bench; install a vault toilet.	\$57,000
Veterans Memorial Park	Repair concrete seams in the memorial.	\$20,000
White Lake Municipal Marina	Repair and enhance west pier; replace slip posts; replace static concrete docks with composite floating docks.	\$1,062,000
White Lake Pathway	Replace surface in Covell Park; install vault toilets and art work; add picnic tables.	\$240,000
White River Trail	Maintain pathway surface, landscaping, and viewing corridors.	\$10,000
White River Wetlands	Maintain natural vegetation; connect to White River Trail; install boardwalks.	\$200,000

ACTION PROGRAM

The Action Program for the City provides a timeline for implementing the goals over the next five years as developed by the Master Plan Committee, supported by the public, recommended by the Planning Commission, and approved by the City Council. Actual implementation will be reliant on available funding with a lot of support from outside sources.

	PARK	PROJECT	EST. COST
Summer 2023	Downtown Park	Benches, Decorative Walkway, High Top Tables, Landscaping, Public Restroom	\$160,000
	Goodrich Park	Repair Fishing Deck	\$50,000
	Sail Away Park	Benches, Decorative Walkway, Game Tables, Landscaping, Parking, Picnic Tables	\$760,000
Summer 2024	Funnell Field	Basketball Court, Parking, Play Structure, Restrooms, Signs	\$405,000
Summer 2025	Goodrich Park	Fencing, Grills, Irrigation, Lighting, Security Cameras, Swing, Signs	\$83,700
Summer 2026	Gee Park	Fencing, Play Structure, Signs	\$72,500
Summer 2027	Lions Park	Dock, Electricity, Signs	\$36,500
	Norman Park	Grills, Stair Repairs, Signs	\$12,400
	Svensson Park	Swing, Signs	\$7,000

SUPPORTING DOCUMENTATION

Notice of Draft Plan for 30 Day Public Comment

Notice of Public Hearing

Minutes from Public Hearing

Minutes from Meeting to Pass Adopting Resolution

Adopting Resolution

Transmittal Letter to Muskegon County

Transmittal Letter to WMSRDC

Community Survey



CITY OF WHITEHALL

CITY COUNCIL MEETING
405 E. COLBY STREET, WHITEHALL, MI
CITY COUNCIL CHAMBERS
JANUARY 10, 2023
6:00 p.m.

AGENDA

1. Meeting called to Order
 - Pledge of Allegiance
2. Approval of Agenda
3. Consent Agenda
 - Approval of the December 27 Council Meeting Minutes
 - Approval of Accounts Payable: \$124,938.24
 - Communications: Chamber Parades Notification, Fire Authority Minutes, Planning Commission Minutes, Public Works Board Meeting Minutes, WMSRDC Minutes
4. Messages from the Mayor, Council, and City Manager
5. Public Comment *
6. Old Business
7. New Business
 - Resolution 23-01 Drinking Water Grant
 - Resolution 23-02 Drinking Water Asset Management Engineering
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
December 27, 2022

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

ABSENT: Jeff Holmstrom, Steve Salter

ALSO PRESENT: Scott Huebler, Brenda Bourdon, Roger Squiers, and Will Meier

Mayor Pro Tem Mullally called the meeting to order at 6:00 p.m.

APPROVAL OF THE AGENDA

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

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the December 13 Work Session and Council Meeting Minutes
- B. Accounts Payable - \$234,280.58
- C. Communications: None

Motion by Connell, seconded by Sikkenga, CARRIED, to approve the Consent Agenda.
Yes – 4; No – 1, Brown; Absent – Holmstrom, Salter

MESSAGES FROM THE MAYOR, COUNCIL, AND CITY MANAGER

Comments were received from the Council.

Motion by Brown, seconded by Sikkenga, CARRIED, to excuse Holmstrom and Salter from tonight's meeting. All yeses

PUBLIC COMMENT

None

OLD BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

Christina Achterhoff reminded council to reach out to Senator Bumstead as their voice in Lansing. A student from Montague's government class introduced herself.

ADJOURNMENT

Mayor Pro Tem Mullally adjourned the Council Meeting at 6:07 pm.

Sean Mullally, Mayor Pro Tem

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
ACCOUNTS PAYABLE
January 10, 2023

December 2022 & January 2023 Prepaids

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash	Payroll	\$53,595.81	Transfer
IRS	Payroll	\$20,199.47	EFT
Alerus Financial	Payroll	\$6,606.35	EFT
MISDU	Payroll	\$90.34	9093
City of Whitehall-Common Cash	Payroll - Council	\$2,971.99	Transfer
IRS	Payroll - Council	\$506.44	EFT
City of Whitehall-Common Cash	S Tax - City/Bishop Properties	\$5,981.69	25420

Total Prepaids:

\$89,952.09

Accounts Payable:

\$34,986.15

TOTAL ACCOUNTS PAYABLE

\$124,938.24

Vendor Code	Vendor Name	Description	Amount
ALTA	ALTA ENTERPRISES, LLC		
	SP2/98370	QTY 2 - SLEEVES FOR LOADER	294.59
TOTAL FOR: ALTA ENTERPRISES, LLC			<u>294.59</u>
ASCAP	AMERICAN SOCIETY OF COMPOSERS, AUTH		
	500825663	ANNUAL LICENSE FEE 2023	420.00
TOTAL FOR: AMERICAN SOCIETY OF COMPOSERS, AUTH			<u>420.00</u>
BAX	BAXTER'S TOWING & STORAGE		
	150368	TOWING	559.00
TOTAL FOR: BAXTER'S TOWING & STORAGE			<u>559.00</u>
BOARD	BOARDWELL MECHANICAL SERVICES, INC.		
	41696	SERVICE/OT - HVAC	310.00
TOTAL FOR: BOARDWELL MECHANICAL SERVICES, INC.			<u>310.00</u>
CATCHMARK	CATCHMARK TECHNOLOGIES		
	7703	MEDIA SERVICES - LIVE STREAM COUNCIL AUG-DEC	1,350.00
TOTAL FOR: CATCHMARK TECHNOLOGIES			<u>1,350.00</u>
CONSU	CONSUMER'S ENERGY		
	STATEMENT	PUBLIC UTILITIES	31.12
	STATEMENT	PUBLIC UTILITIES	5,378.61
TOTAL FOR: CONSUMER'S ENERGY			<u>5,409.73</u>
DELTA	DELTA DENTAL		
	RIS0004603188	DENTAL - JAN-2023	2,015.07
TOTAL FOR: DELTA DENTAL			<u>2,015.07</u>
DTE	DTE ENERGY		
	STATEMENT	PUBLIC UTILITIES	5,663.78
TOTAL FOR: DTE ENERGY			<u>5,663.78</u>
ETNA	ETNA SUPPLY INC		
	S104412021.001	QTY 12 - SENSUS METERS	2,220.00
	S104898884.001	REPAIR CLAMP - FORD FS 1-5.14 X 12.5 SS	208.00
TOTAL FOR: ETNA SUPPLY INC			<u>2,428.00</u>
FRONT	FRONTIER		
	STATEMENT	TELEPHONE	127.58
TOTAL FOR: FRONTIER			<u>127.58</u>
GILLROY	GILL-ROY'S HARDWARE		
	STATEMENT	OPERATING/REPAIR SUPPLIES	422.32
TOTAL FOR: GILL-ROY'S HARDWARE			<u>422.32</u>
CHURCH	JASON CHURCH		
	REIMBURSEMENT	BOOT REIMBURSEMENT - CHURCH	105.74
	REIMBURSEMENT	WORK WEAR REIMBURSEMENT - CHURCH	150.00
TOTAL FOR: JASON CHURCH			<u>255.74</u>

Vendor Code	Vendor Name	Description	Amount
KONICA	KONICA MINOLTA BUSINESS SOLUTIONS		
	284261101	DIGITAL SUPPORT SERVICE	15.97
TOTAL FOR: KONICA MINOLTA BUSINESS SOLUTIONS			15.97
KSSB	KS STATEBANK		
	60691-2-2023	2022 VOLVO LOADER FEB2023 PAYMENT	2,857.23
TOTAL FOR: KS STATEBANK			2,857.23
MDEQ	MI DEPT EGLE		
	761-11065306	WATER SAMPLE TESTING	256.00
TOTAL FOR: MI DEPT EGLE			256.00
MMLUNEM	MICHIGAN MUNICIPAL LEAGUE		
	801-057 - OCT-D UNEMPLOYMENT INSURANCE - OCT-DEC2022		7.45
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			7.45
MODEL	MODEL COVERALL SERVICE INC		
	STATEMENT	UNIFORMS - DEC-2022	366.10
TOTAL FOR: MODEL COVERALL SERVICE INC			366.10
MUSTWP	MUSKEGON CHARTER TOWNSHIP		
	CR210010	515 E LEWIS SP ASSESSMENT - INSPECTION FEES	280.00
TOTAL FOR: MUSKEGON CHARTER TOWNSHIP			280.00
MUCRD	MUSKEGON COUNTY ROAD COMMISSIO		
	70838	CDL TRAINING - CHURCH	250.00
TOTAL FOR: MUSKEGON COUNTY ROAD COMMISSIO			250.00
ED	OGBORN ENTERPRISES, INC.		
	WDPW23-1 / WCH2 CLEANING SERVICES - JAN-2023		760.00
TOTAL FOR: OGBORN ENTERPRISES, INC.			760.00
ORKIN	ORKIN, LLC		
	239607601	PEST TREATMENT	79.44
TOTAL FOR: ORKIN, LLC			79.44
REDPINE	REDPINE 9 MUSIC		
	CONTRACT # 4771	PERFORMANCE - JOSHUA DAVIS 1/6/2023	1,500.00
TOTAL FOR: REDPINE 9 MUSIC			1,500.00
ROTHB	RIVERS ACE		
	STATEMENT	CABLE/FASTENERS/TUBE/SPLICE	34.89
TOTAL FOR: RIVERS ACE			34.89
HUEBL	SCOTT HUEBLER		
	DEC-2022	VEHICLE ALLOWANCE - DEC-2022	300.00
TOTAL FOR: SCOTT HUEBLER			300.00
STAND	STANDARD SUPPLY & LUMBER		
	STANDARD	LUMBER - BARRICADES	136.37
TOTAL FOR: STANDARD SUPPLY & LUMBER			136.37

Vendor Code	Vendor Name	Description	Amount
STAPLADV	STAPLES CONTRACT & COMMERCIAL LLC		
	8068731173	TRASH BAGS/BINDER/DIVIDERS	44.29
TOTAL FOR:	STAPLES CONTRACT & COMMERCIAL LLC		44.29
TWIN	TWIN CITIES AUTO PARTS		
	STATEMENT		763.46
TOTAL FOR:	TWIN CITIES AUTO PARTS		763.46
QUINN	TYLER J QUINN		
	CONTRACT	SOUND ENGINEER - R & M BLOOMQUIST 12/10/22	200.00
TOTAL FOR:	TYLER J QUINN		200.00
USABL	USA BLUE BOOK		
	213640	BOOTS/VESTS/WATER SAMPLE TEST PACK	277.77
TOTAL FOR:	USA BLUE BOOK		277.77
VERIZ	VERIZON WIRELESS		
	9924067936	ON CALL CELL/IPAD SERVICE PLAN	41.13
TOTAL FOR:	VERIZON WIRELESS		41.13
VRE	VREDEVELD HAEFNER LLC		
	5810	AUDIT - FY21/22 & AUDIT ASSISTANCE	4,250.00
TOTAL FOR:	VREDEVELD HAEFNER LLC		4,250.00
WLAUT	WHITE LAKE AUTOMOTIVE		
	STATEMENT		1,172.00
TOTAL FOR:	WHITE LAKE AUTOMOTIVE		1,172.00
WLEXC	WHITE LAKE EXCAVATING		
	100056	ROAD GRAVEL - 57.93 TONS	929.08
TOTAL FOR:	WHITE LAKE EXCAVATING		929.08
WLNUR	WHITE LAKE NURSERY		
	STATEMENT		35.75
TOTAL FOR:	WHITE LAKE NURSERY		35.75
MISC	WHITEHALL TOWNSHIP		
	WTAX-2022	WINTER TAX - 2022 BISHOP PROPERTIES	541.70
TOTAL FOR:	WHITEHALL TOWNSHIP		541.70
WORKBOX	WORKBOX STAFFING		
	241075 - 238502	TEMPORARY SERVICES - AHO/CHURCH	631.71
TOTAL FOR:	WORKBOX STAFFING		631.71
TOTAL - ALL VENDORS			34,986.15

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 BOTH OPEN AND PAID

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF JANUARY 10, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 101 CITY COUNCIL					
101-101-962.000	MEDIA SVCS- LIVE STRM COUNCIL A	CATCHMARK TECHNOLOGIES	12/01/22	7703	1,350.00
Total For Dept 101 CITY COUNCIL					1,350.00
Dept 172 ADMINISTRATION					
101-172-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAEFNER LLC	12/31/22	5810	1,445.00
101-172-850.000	TELEPHONE	FRONTIER	12/16/22	STATEMENT	44.07
101-172-935.000	COPIER MAINTENANCE	KONICA MINOLTA BUSINESS	12/16/22	284261101	15.97
Total For Dept 172 ADMINISTRATION					1,505.04
Dept 261 OTHER EXPENSES					
101-261-962.000	WTAX 2022 - 61-03-022-200-0002-	WHITEHALL TOWNSHIP	12/01/22	WTAX-2022	541.70
Total For Dept 261 OTHER EXPENSES					541.70
Dept 265 CITY HALL BLDG & GROUNDS					
101-265-757.000	COMMAND STRIPS - XMAS DECOR	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	8.80
101-265-757.000	TRASH BAGS	STAPLES CONTRACT & COMME	12/29/22	8068731173	31.25
101-265-775.000	PLUNGER	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	34.17
101-265-818.700	CONTRACTUAL SERVICES-CLEANERS	OGBORN ENTERPRISES, INC.	01/01/23	WDPW23-1 / WCH23-1	475.00
101-265-920.000	PUBLIC UTILITIES/910021159454	DTE ENERGY	12/21/22	STATEMENT	1,552.71
Total For Dept 265 CITY HALL BLDG & GROUNDS					2,101.93
Dept 270 FRINGE BENEFITS					
101-270-719.450	BOOT REIMBURSEMENT - CHURCH	JASON CHURCH	12/20/22	REIMBURSEMENT	105.74
101-270-719.450	WORK WEAR REIMBURSEMENT - CHURC	JASON CHURCH	12/20/22	REIMBURSEMENT	150.00
101-270-719.450	FRINGE-UNIFORMS	MODEL COVERALL SERVICE I	12/31/22	STATEMENT	339.98
101-270-719.500	VEHICLE ALLOWANCE	SCOTT HUEBLER	01/04/23	DEC-2022	300.00
101-270-719.605	DENTAL INSURANCE - JAN-2023	DELTA DENTAL	01/01/23	RIS0004603188	2,015.07
101-270-719.800	UNEMPLOYMENT INSURANCE - OCT-DE	MICHIGAN MUNICIPAL LEAGU	12/31/22	801-057 - OCT-DEC22	7.45
Total For Dept 270 FRINGE BENEFITS					2,918.24
Dept 301 POLICE					
101-301-850.000	TELEPHONE	FRONTIER	12/16/22	STATEMENT	44.08
101-301-920.000	SIRENS/100000345551	CONSUMER'S ENERGY	01/03/23	STATEMENT	20.45
101-301-933.000	08 IMPALA - SOLENOID/FUEL CAP	TWIN CITIES AUTO PARTS	12/31/22	STATEMENT	457.46
Total For Dept 301 POLICE					521.99
Dept 448 STREET LIGHTING					
101-448-920.000	PUBLIC UTILITIES/100000345759	CONSUMER'S ENERGY	01/03/23	STATEMENT	5,262.45
Total For Dept 448 STREET LIGHTING					5,262.45
Dept 567 CEMETERY					
101-567-818.700	CONTRACTUAL SERVICES-TEMPORARY	WORKBOX STAFFING	11/27/22	241075 - 238502	315.86
101-567-920.000	PUBLIC UTILITIES/910021159306	DTE ENERGY	12/21/22	STATEMENT	51.81
101-567-932.000	CEM FENCE - BRACE/DRILL BIT/DRI	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	52.39
Total For Dept 567 CEMETERY					420.06
Dept 701 PLANNING DEPARTMENT					
101-701-962.000	BINDER	STAPLES CONTRACT & COMME	12/29/22	8068731173	13.04
Total For Dept 701 PLANNING DEPARTMENT					13.04
Dept 751 PARKS DEPARTMENT					
101-751-757.000	CABLE	RIVERS ACE	12/31/22	STATEMENT	5.56

BOTH OPEN AND PAID
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF JANUARY 10, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 751 PARKS DEPARTMENT					
101-751-757.000	FUNNELS	WHITE LAKE AUTOMOTIVE	12/31/22	STATEMENT	6.08
101-751-757.000	GATORLINE	WHITE LAKE NURSERY	12/31/22	STATEMENT	23.96
101-751-818.700	TEMPORARY SERVICES - AHO/CHURCH	WORKBOX STAFFING	11/27/22	241075 - 238502	315.85
		Total For Dept 751 PARKS DEPARTMENT			351.45
Dept 753 PATHWAY					
101-753-775.000	CONCRETE - REPAIR WASHOUT	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	173.80
		Total For Dept 753 PATHWAY			173.80
Dept 756 119 S BALDWIN ST					
101-756-920.000	PUBLIC UTILITIES/910021159793	DTE ENERGY	12/21/22	STATEMENT	65.64
		Total For Dept 756 119 S BALDWIN ST			65.64
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINT					
202-463-757.000	WATERPROOF BOOTS/SAFETY VESTS	USA BLUE BOOK	12/22/22	213640	32.71
202-463-757.000	ROAD GRAVEL - 57.93 TONS	WHITE LAKE EXCAVATING	12/21/22	100056	200.22
		Total For Dept 463 ROUTINE MAINT			232.93
Dept 474 TRAFFIC SERVICES					
202-474-757.000	BARRICADE REPAIR SUPPLIES	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	24.36
202-474-757.000	LUMBER - BARRICADES	STANDARD SUPPLY & LUMBER	12/31/22	STANDARD	68.18
		Total For Dept 474 TRAFFIC SERVICES			92.54
Dept 482 ADMINISTRATION					
202-482-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAERNER LLC	12/31/22	5810	340.00
		Total For Dept 482 ADMINISTRATION			340.00
Fund 203 LOCAL STREET FUND					
Dept 463 ROUTINE MAINT					
203-463-757.000	WATERPROOF BOOTS/SAFETY VESTS	USA BLUE BOOK	12/22/22	213640	32.71
203-463-757.000	ROAD GRAVEL - 57.93 TONS	WHITE LAKE EXCAVATING	12/21/22	100056	728.86
		Total For Dept 463 ROUTINE MAINT			761.57
Dept 474 TRAFFIC SERVICES					
203-474-757.000	BARRICADE REPAIR SUPPLIES	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	24.36
203-474-757.000	LUMBER - BARRICADES	STANDARD SUPPLY & LUMBER	12/31/22	STANDARD	68.19
		Total For Dept 474 TRAFFIC SERVICES			92.55
Dept 482 ADMINISTRATION					
203-482-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAERNER LLC	12/31/22	5810	340.00
		Total For Dept 482 ADMINISTRATION			340.00
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1					
Dept 525 DOWNTOWN STREETScape					
247-525-920.000	PUBLIC UTILITIES/920030385842	DTE ENERGY	12/21/22	STATEMENT	125.08
247-525-921.000	PED LIGHTS/100000242550	CONSUMER'S ENERGY	01/03/23	STATEMENT	95.71
		Total For Fund 203 LOCAL STREET FUND			1,194.12

BOTH OPEN AND PAID
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF JANUARY 10, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1					
Dept 525 DOWNTOWN STREETSCAPE					
			Total For Dept 525 DOWNTOWN STREETSCAPE		220.79
Fund 249 BUILDING INSPECTION DEPARTMENT					
Dept 000 648			Total For Fund 247 TAX INCREMENT FINANCE AUTHOR		220.79
249-000-654.000	515 E LEWIS SP ASSESSMENT - INS MUSKEGON CHARTER TOWNSHI		10/20/22	CR210010	280.00
			Total For Dept 000 648		280.00
Fund 580 PLAYHOUSE					
Dept 000 648			Total For Fund 249 BUILDING INSPECTION DEPARTME		280.00
580-000-770.000	ANNUAL LICENSE FEE 2023	AMERICAN SOCIETY OF COMP	12/15/22	500825663	420.00
580-000-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAEFNER LLC	12/31/22	5810	85.00
580-000-818.400	PERFORMANCE - JOSHUA DAVIS 1/6/	REDPINE 9 MUSIC	11/15/23	CONTRACT # 47713	1,500.00
580-000-818.600	SOUND - R & M BLOOMQUIST 12/10	TYLER J QUINN	12/02/22	CONTRACT	200.00
580-000-920.000	PUBLIC UTILITIES/910021159660	DTE ENERGY	12/21/22	STATEMENT	2,271.07
580-000-931.000	SERVICE/OT - HVAC	BOARDWELL MECHANICAL SER	12/16/22	41696	310.00
580-000-931.000	PEST TREATMENT	ORKIN, LLC	01/01/23	239607601	79.44
			Total For Dept 000 648		4,865.51
Fund 590 SEWER FUND					
Dept 550 SEWER ADMINISTRATION			Total For Fund 580 PLAYHOUSE		4,865.51
590-550-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAEFNER LLC	12/31/22	5810	935.00
Dept 552 SEWER CUSTOMER ACCOUNTS					
590-552-850.000	IPAD SERVICE PLAN	VERIZON WIRELESS	12/28/22	9924067936	19.01
			Total For Dept 552 SEWER CUSTOMER ACCOUNTS		19.01
Dept 554 SEWER PUMPING					
590-554-920.000	PUBLIC UTILITIES/100094991039	CONSUMER'S ENERGY	12/22/22	STATEMENT	31.12
590-554-920.000	PUBLIC UTILITIES/910021159892	DTE ENERGY	12/21/22	STATEMENT	43.91
			Total For Dept 554 SEWER PUMPING		75.03
Dept 558 SEWER T & D					
590-558-757.000	PROPANE TORCH KIT	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	18.90
590-558-757.000	WATERPROOF BOOTS/SAFETY VESTS	USA BLUE BOOK	12/22/22	213640	32.71
590-558-775.000	MANHOLE REPAIR KIT	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	17.09
590-558-850.000	ON CALL CELL	VERIZON WIRELESS	12/28/22	9924067936	1.56
			Total For Dept 558 SEWER T & D		70.26
Fund 591 WATER FUND					
Dept 540 WATER ADMINISTRATION			Total For Fund 590 SEWER FUND		1,099.30
591-540-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAEFNER LLC	12/31/22	5810	935.00
			Total For Dept 540 WATER ADMINISTRATION		935.00

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BOTH OPEN AND PAID
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF JANUARY 10, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 591 WATER FUND					
Dept 542 WATER CUSTOMER ACCOUNTS					
591-542-850.000	IPAD SERVICE PLAN	VERIZON WIRELESS	12/28/22	9924067936	19.00
			Total For Dept 542 WATER CUSTOMER ACCOUNTS		19.00
Dept 546 WATER SOURCE PLANT					
591-546-920.000	PUBLIC UTILITIES/920017788919	DTE ENERGY	12/21/22	STATEMENT	232.06
591-546-920.000	TELEPHONE	FRONTIER	12/16/22	STATEMENT	39.43
			Total For Dept 546 WATER SOURCE PLANT		271.49
Dept 548 WATER T & D					
591-548-757.000	PROPANE TORCH KIT	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	18.89
591-548-757.000	WATER SAMPLE TEST PACK - 400PK	USA BLUE BOOK	12/22/22	213640	151.12
591-548-775.000	REPAIR CLAMP - FORD FS 1-5.14 X	ETNA SUPPLY INC	01/03/23	S104898884.001	208.00
591-548-818.100	CONTRACT SVC-LATERALS PER ST -	MI DEPT EGLE	12/15/22	761-11065306	256.00
591-548-850.000	ON CALL CELL	VERIZON WIRELESS	12/28/22	9924067936	1.56
			Total For Dept 548 WATER T & D		635.57
Dept 549 WATER CONSTRUCTION					
591-549-976.000	QTY 12 - SENSUS METERS	ETNA SUPPLY INC	01/03/23	S104412021.001	2,220.00
			Total For Dept 549 WATER CONSTRUCTION		2,220.00
Fund 594 MARINA FUND					
Dept 000 648					
594-000-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAEFNER LLC	12/31/22	5810	85.00
			Total For Dept 000 648		85.00
			Total For Fund 594 MARINA FUND		85.00
Fund 661 MOTOR POOL FUND					
Dept 000 648					
661-000-310.000	CONTRACT PMT - FEB-2023 VOLVO L	KS STATEBANK	12/08/22	60691-2-2023	2,293.03
661-000-757.000	OPERATING SUPPLIES	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	10.60
661-000-757.000	WATERPROOF BOOTS/SAFETY VESTS	USA BLUE BOOK	12/22/22	213640	28.52
661-000-757.000	FACE LAMP	WHITE LAKE AUTOMOTIVE	12/31/22	STATEMENT	75.36
661-000-777.000	CHAIN SAW SHARPEN	WHITE LAKE NURSERY	12/31/22	STATEMENT	11.79
661-000-781.000	12-18 PARTS	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	19.99
661-000-781.000	12-18- HOSES/FITTINGS/GLOVES	WHITE LAKE AUTOMOTIVE	12/31/22	STATEMENT	412.47
661-000-807.000	AUDIT - FY21/22 & AUDIT ASSIST	VREDEVELD HAEFNER LLC	12/31/22	5810	85.00
661-000-818.000	TOWING @COVELL PARK	BAXTER'S TOWING & STORAGE	01/03/23	150368	559.00
661-000-818.000	SHOP TOWELS	MODEL COVERALL SERVICE I	12/31/22	STATEMENT	26.12
661-000-818.700	CONTRACTUAL SERVICES-CLEANING	OGBORN ENTERPRISES, INC.	01/01/23	WDPW23-1 / WCH23-1	285.00
661-000-920.000	PUBLIC UTILITIES/910021159181	DTE ENERGY	12/21/22	STATEMENT	1,321.50
661-000-933.000	QTY 2 - SLEEVES FOR LOADER	ALTA ENTERPRISES, LLC	12/15/22	SP2/98370	294.59
661-000-933.000	TRAILER 11-03 - SAFETY CLIPS	GILL-ROY'S HARDWARE	12/31/22	STATEMENT	18.97
661-000-933.000	FASTENERS/TUBE/SPLICE	RIVERS ACE	12/31/22	STATEMENT	29.33
661-000-933.000	TRUCK 12-19 - REPAIR WIRING	TWIN CITIES AUTO PARTS	12/31/22	STATEMENT	306.00
661-000-933.000	BOXED MINIATURES	WHITE LAKE AUTOMOTIVE	12/31/22	STATEMENT	678.09
661-000-962.000	CDL TRAINING - CHURCH	MUSKOGON COUNTY ROAD COM	12/21/22	70838	250.00
661-000-994.000	INTEREST - FEB-2023 VOLVO LOADE	KS STATEBANK	12/08/22	60691-2-2023	564.20
			Total For Dept 000 648		7,269.56

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BOTH OPEN AND PAID

CITY OF WHITEHALL ACCOUNTS PAYABLE

COUNCIL MEETING OF JANUARY 10, 2023

Vendor Invoice Date Invoice

GL Number Invoice Line Desc Amount

Fund 661 MOTOR POOL FUND

Total For Fund 661 MOTOR POOL FUND

7,269.56

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BOTH OPEN AND PAID
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF JANUARY 10, 2023

GL Number	Invoice Line Desc	Invoice Date	Invoice	Amount
	Vendor			
	Fund Totals:			
	Fund 101 GENERAL OPERATING FUND			15,225.34
	Fund 202 MAJOR STREET FUND			665.47
	Fund 203 LOCAL STREET FUND			1,194.12
	Fund 247 TAX INCREMENT FINANCE			220.79
	Fund 249 BUILDING INSPECTION DE			280.00
	Fund 580 PLAYHOUSE			4,865.51
	Fund 590 SEWER FUND			1,099.30
	Fund 591 WATER FUND			4,081.06
	Fund 594 MARINA FUND			85.00
	Fund 661 MOTOR POOL FUND			7,269.56
	Total For All Funds:			34,986.15



WHITE LAKE AREA

CHAMBER + VISITORS BUREAU

Montague • Whitehall

MICHIGAN

January 3, 2023

City Council
City of Whitehall
405 East Colby Street
Whitehall, MI 49461

Dear Council members,

The White Lake Area Chamber of Commerce requests your support for both the Independence Day Parade and Christmas Parade for 2023. The Independence Day Parade will be held on Tuesday, July 4th and the Christmas Parade will be Saturday, December 2.

The White Lake Area Chamber of Commerce will work with the VFW for the Independence Day Parade and Rotary on the Christmas Parade. The start times for the Parades will remain the same:

Fourth of July: Lineup at 9:00am
Start at 10:00am

Christmas: Lineup at 1:00pm
Start at 2:00pm.

Thank you for your consideration.

Sincerely,

Amy VanLoon, Executive Director
White Lake Area Chamber of Commerce

WHITE LAKE FIRE AUTHORITY
White Lake Fire Authority Station #1
1300 Delaney, Whitehall, MI 49461
October 18th, 2022 at 7:00 p.m.
MEETING MINUTES

The meeting was called to order at 7:00 p.m. by Chairperson Beegle.

Present: Jeff Holmstrom, Denny Kroll, Melissa Beegle, Norm Kittleson,

Absent:

Also Present: Chief Pete McCarthy, Administrative Assistant Hailey Blohm, and members of the department

AGENDA

Motion by Board Member Kroll, seconded by Board Member Holmstrom to approve the amended agenda. Motion Carried.

CONSENT AGENDA

- a. Minutes – September 20th Meeting
- b. October Financial Report- General Fund- \$15,025.91

Motion by Board Member Kroll, seconded by Board Member Holmstrom to approve the Consent Agenda as submitted.

ROLL CALL VOTE:

Ayes: Holmstrom, Kroll, Beegle, Kittleson

Nays: None

Absent: None

Motion Carried

NEW BUSINESS

- a. **Tender Contract Approval-** Chief McCarthy advised the board that the official documents were underway with the pre-approved amount.

Motion by Board Member Holmstrom, seconded by Board Member Kittleson to approve the tender amount.

ROLL CALL VOTE:

Ayes: Holmstrom, Kroll, Beegle, Kittleson
Nays: None
Absent: None
Motion Carried

- b. **Utility Truck Contract-** Chief McCarthy advised that the finalization of details will begin in December and the approval of the contract and sales agreement in November.

Motion by Board Member Holmstrom, seconded by Board Member Kittleson to approve the utility truck.

ROLL CALL VOTE:
Ayes: Holmstrom, Kroll, Beegle, Kittleson
Nays: None
Absent: None
Motion Carried

- c. **New Position-** Chief McCarthy advised that they have began the process of finding candidates.
- d. **November 13th Meeting-** Chief McCarthy advised that the meeting on November 13th would have low attendance due to the hunting season. Meeting canceled.
- e. **Board Administration Donation-** Chief McCarthy advised if the board was making a generous donation towards the station.

Motion by Board Member Kroll, seconded by Board Member Kittleson to approve the donation to the fire authority.

ROLL CALL VOTE:
Ayes: Holmstrom, Kroll, Beegle, Kittleson
Nays: None
Absent: None
Motion Carried

OLD BUSINESS

- a. **Capital Apparatus-** Chief McCarthy advised that there have been some minor warrantee issues. The mini pumper is estimated to be done in May.
- b. **Self-Contained Breathing Apparatus-** Chief McCarthy advised that dates are still underway.
- c. **Work Sessions**
 - i. Articles of Incorporation
 - ii. Millage/Equipment Replacement

BOARD COMMENTS

General comments.

ADJOURNMENT

Board Member Kroll moved, seconded by Board Member Holmstrom to adjourn the meeting at 8:00 p.m. Motion Carried.

Respectfully Submitted,

Peter C. McCarthy, Fire Chief

**Whitehall Planning Commission
Meeting Minutes
January 3, 2023**

Present

L. Abramson, B. Armstrong, D. Bedau, D. Bowyer, A. Church, C. Mahoney, S. Salter

Absent

J. Dillivan, J. Holmstrom

Also Present

City Manager S. Huebler

Call to Order

Chair Bedau called the meeting to order at 6:00 p.m.

Oaths of Office

City Clerk Bourdon administered the oaths to Abramson, Bedau, and Church.

Agenda

Motion by Armstrong, second by Mahoney, CARRIED, to approve the agenda as submitted. All voted yes.

Elections

Motion by Armstrong, second by Salter, CARRIED, to nominate Bedau as Chair and Mahoney as Secretary. There being no other nominations, all voted yes.

Public Hearing - Parks and Recreation Master Plan

Chair Bedau opened the public hearing at 6:03 p.m. There being no comment, the hearing was closed at 6:04 p.m.

Public Hearing - R1 and R2 Large Signs

Chair Bedau opened the public hearing at 6:04 p.m. There being no comment, the hearing was closed at 6:05 p.m.

Public Hearing - Gill-Roy Special Use Permit

Chair Bedau opened the public hearing at 6:05 p.m. There being no comment, the hearing was closed at 6:06 p.m.

Approval of Minutes

Moved by Salter, second by Armstrong, CARRIED, to approve the December 2022 meeting minutes as submitted. All voted yes.

Communications

Public Comment

Unfinished Business

- **Downtown Retail**

Huebler provided language as requested by the Commission that would create greater restrictions on the continuation of nonconforming uses in the downtown. Mahoney suggested a survey to gauge support of the restrictive language and perhaps the City should offer incentives to convert from nonconforming uses to conforming uses. Salter favors the restrictive language in an effort to bring in more retail. Huebler cautioned against incentives that could create an unfair advantage to those businesses that are conforming and noted that 57% of our current downtown businesses would become nonconforming. Bedau is concerned that the restrictive language might create a downtown with activity that fluctuates greatly with the seasons.

Motion by Mahoney, second by Salter, to request a survey of the downtown property owners to be completed in time for discussion at the March meeting. All voted yes.

New Business

- **Resolution 23-01 Parks and Recreation Master Plan**

Motion by Mahoney, second by Salter, CARRIED, to approve Resolution 01 recommending adoption of the Master Plan by the City Council. Roll Call Vote: 7 yes, 2 absent.

- **Resolution 23-02 R1 and R2 Large Signs**
Motion by Salter, second by Armstrong, CARRIED, to approve Resolution 02 recommending adoption of an ordinance amendment to allow large signs for special uses in the R1 and R2 districts. Roll Call Vote: 7 yes, 2 absent.
- **Resolution 23-03 Gill-Roy's Special Use Permit**
Motion by Mahoney, second by Armstrong, CARRIED, to approve Resolution 03 subject to the following conditions - the applicant locate the propane tank above ground providing the smaller shed is removed and an eight foot tall vinyl fence be installed around the entire perimeter of the east side, exterior storage area with some chain link fencing to display bulk goods inside the fence or locate the propane tank underground and replace any old wood fencing with new vinyl fencing. Roll Call Vote: 7 yes, 2 absent.

Adjournment

There being no further business, motion by Armstrong, second by Mahoney, CARRIED, to adjourn at 6:55 p.m. All voted yes.



Muskegon County
Public Works Board Meeting
Malinda Pego, Chairman

December 1, 2022 at 3:00 PM
via Zoom and in-person at: Muskegon County Marquette Campus
1903 Marquette Avenue, Muskegon, MI 49442

MINUTES

1. Call To Order

The Board of Public Works was called to order by Chair Pego at 3:07 p.m.

2. Roll Call

PRESENT: Commissioner Doug Brown
Commissioner Kim Cyr
Commissioner Zach Lahring
Water Resources Commissioner Brenda Moore
Commissioner Charles Nash
Commissioner Malinda Pego
Commissioner Bob Scolnik
Ex-Officio Leo Evans
Ex-Officio Jennifer Hodges

EXCUSED: Commissioner Susie Hughes

ALSO PRESENT: Mark Eisenbarth, County Administrator
Matthew Farrar, Deputy County Administrator
Wade VandenBosch, Public Works Director
Tina Nash, Public Works Coordinator
Dave Johnson, Resource Recovery Center Director
Christine Morris, Resource Recovery Center Administrative Analyst
Michael Homier, Corporate Counsel

3. Approval of Agenda

ACTION: Moved by Commissioner Brenda Moore, supported by Commissioner Zach Lahring

VOICE VOTE: Passed 7:0

4. Approval of Minutes

- A. Move to approve the Regular Meeting Minutes and Closed Session Minutes of November 3, 2022

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Kim Cyr
VOICE VOTE: **Passed 7:0**

5. Public Comment (on an agenda item) - None

6. Items for Consideration

BPW22/12-103 **(Solid Waste/Wade VandenBosch)** Move to award litter cleanup services for CY 2023 to Field Technology Services, per the proposal dated November 7, 2022 and authorize the Public Works Board Chair to sign the proposal.

ACTION: Moved by Commissioner Brenda Moore, supported by Commissioner Zach Lahring

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: Charles Nash

Passed 6:1

BPW22/12-104 **(Solid Waste/Wade VandenBosch)** Move to amend the Agreement with Michigan CAT for preventative maintenance to include the attached price list for the preventative maintenance of Solid Waste equipment and authorize the Chair to sign the Amendment if required.

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Kim Cyr

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None

Passed 7:0

BPW22/12-105 **(Solid Waste/Wade VandenBosch)** Move to award 4-inch Hydraulic Submersible Trash Pump PLQ 23-016 to Xylem Dewatering Solutions in the amount of \$77,772.00.

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Brenda Moore

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None

Passed 7:0

BPW22/12-106 **(Solid Waste/Wade VandenBosch)** Move to award Landfill Flare System Construction IFB 23-2477 to D&R Earthmoving for a not-to-exceed amount of \$605,552.05. Further authorize the rental of a temporary flare from Parnel Biogas Inc. which will cost \$4,550 for shipping both ways, \$2,500 in mobilization costs, and \$5,500 per month for rent.

Matthew Farrar stated the new flare will service the entire landfill.

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Brenda Moore
YES: Doug Brown, Kim Cyr, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik
EXCUSED: Susie Hughes
NO: Zach Lahring
Passed 6:1

BPW22/12-107 **(Resource Recovery Center/David Johnson)** Move to approve the First Amendment to Real Estate Option Agreement between the Board of Public Works and Consumers Energy and authorize the Board Chair to sign same.

Dave Johnson stated if the solar farm is built, there will be two sub-stations. The sub-station south of Apple Avenue will be used for the lines from the panels. The sub-station on the north side of Apple Avenue will be used to connect to the high voltage lines. Michael Homier stated if there is an exemption for taxes it would be by State law and not a county exemption.

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Brenda Moore
YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik
EXCUSED: Susie Hughes
NO: None
Passed 7:0

BPW22/12-108 **(Resource Recovery Center/David Johnson)** Move to authorize Prein&Newhof to perform the route study for the replacement of the Q to C Force Main, the cost of which study is not to exceed \$96,000.00.

ACTION: Moved by Commissioner Charles Nash, supported by Commissioner Doug Brown
YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik
EXCUSED: Susie Hughes
NO: None
Passed 7:0

BPW22/12-109 **(Resource Recovery Center/David Johnson)** Move to authorize the Procurement Department to solicit for repair services, with the goal of entering into 1 to 3-year service Agreement(s) with qualified vendor(s), with the option of up to two one-year extensions if mutually agreeable to both parties and approved by the Board of Public Works.

ACTION: Moved by Commissioner Zach Lahring, supported by Commissioner Doug Brown

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None

Passed 7:0

BPW22/12-110 **(Resource Recovery Center/David Johnson)** Move to waive the County's policy of obtaining Procurement-level quotes or formally soliciting bids for the purchase of alfalfa, corn, and soybean seed for the Resource Recovery Center farm in FY2023.

Dave Johnson stated the Resource Recovery Center has test plots and the seed selected is based on the best yield.

ACTION: Moved by Commissioner Zach Lahring, supported by Commissioner Doug Brown

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None

Passed 7:0

BPW22/12-111 **(Resource Recovery Center/David Johnson)** Move to approve the second of two possible one-year extensions of the contract with RS Technical for flow meter calibration services at \$31,080.00 per year and flow meter repair services at \$125.00/hour.

ACTION: Moved by Commissioner Kim Cyr, supported by Commissioner Doug Brown

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None

Passed 7:0

BPW22/12-112 **(Resource Recovery Center/David Johnson)** Move to approve the Agreement with Tesla Owners Club of Michigan - West, which Agreement allows the Club to host a fundraiser for Noah Project on Resource Recovery Center property (contingent upon the Club's showing proof of the required insurance), and authorize the Board Chair to sign same.

ACTION: Moved by Commissioner Brenda Moore, supported by Commissioner Doug

Brown
VOICE VOTE: Passed 6:1

BPW22/12-113 **(Resource Recovery Center/David Johnson)** Move to authorize the Resource Recovery Center to purchase through MiDeal the below-quoted 2023 GMC Sierra 3500HD for \$38,084.40, 2023 GMC Terrain SLE for \$26,956.63, 2023 GMC Sierra 1500 for \$41,325.95, plus delivery, and authorize the disposal of the replacement vehicles per the County's Surplus Disposal Policy & Procedure.

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Brenda Moore

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None
Passed 7:0

BPW22/12-114 **(Resource Recovery Center/David Johnson)** Move to approve the Due Diligence Access Agreement with the company currently referred to as Project One Fish Two Fish.

Dave Johnson stated the company currently has a purchase option on the property and this Access Agreement will allow them to enter the property to conduct tests to determine if it is a suitable location.

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Kim Cyr

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None
Passed 7:0

BPW22/12-115 **(Solid Waste/Wade VandenBosch)** Move to authorize to staff to review and implement design/build options with Grand Rapids Metrology including a provision for a rental scale if necessary.

Matthew Farrar stated the existing scale house and its infrastructure will continue to be used to save on costs.

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Kim Cyr

YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik

EXCUSED: Susie Hughes

NO: None
Passed 7:0

BPW22/12-116 **(Solid Waste/Wade VandenBosch)** Move to close the Solid Waste Management System on the Saturday before Memorial Day and Labor Day with an additional two Saturday closures determined annually by the Public Works Director and County Administrator.

Matthew Farrar stated the two additional Saturdays would be based on slow times of the year. Matthew Farrar stated the closure dates would be posted.

ACTION: Moved by Commissioner Zach Lahring, supported by Commissioner Doug Brown
YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik
EXCUSED: Susie Hughes
NO: None
Passed 7:0

BPW22/12-117 **(Solid Waste/Wade VandenBosch)** Move to eliminate the Public Works Finance and Sustainability Administrator position, X78401, (pay table/grade NX0300) and add a Solid Waste Disposal Site Operator (pay table/grade WW-00110).

ACTION: Moved by Commissioner Doug Brown, supported by Commissioner Zach Lahring
YES: Doug Brown, Kim Cyr, Zach Lahring, Brenda Moore, Charles Nash, Malinda Pego, Bob Scolnik
EXCUSED: Susie Hughes
NO: None
Passed 7:0

7. Informational Items

Commissioner Nash referenced BPW22/12-103 and asked how many people would be used. Matthew Farrar stated one person.

Commissioner Nash referenced BPW22/12-105 and asked why the high bid was selected. Matthew Farrar stated the other two bids did not meet specifications.

- A. Public Works Monthly Report, November 2022
- B. Resource Recovery Center Monthly Report, November 2022
- C. Muskegon County Regional Water System Policy Board Minutes, November 2, 2022 (draft)

D. Channel Crossing Cost Summary

8. Unfinished Business

Matthew Farrar stated 16 million in bonds were sold two days ago and it was thought the true interest rate would be approximately 4.5%. Matthew Farrar stated there were 11 bidders and the low bid was 3.7% interest and they paid us a \$400,000.00 premium.

Matthew Farrar wished Leo Evans the best regarding his new job out west. Board members congratulated Leo Evans.

9. New Business - None

10. Public Comment - None

11. Final Board Comments

Commissioner Scolnik referenced BPW22/12-114 and asked what the purchase price was for the 87 acres. Matthew Farrar stated the board approved the sale price listed in the Option Agreement based on an appraisal done by the County. Discussion ensued. Water Resource Commissioner Moore asked if there would be a reversion clause. Matthew Farrar stated that by selling property we wouldn't want the property back. Matthew Farrar stated in the Option Agreement there are requirements regarding development.

Administrator Eisenbarth stated the Senate Appropriation did move forward with the \$60,000,000.00 for the Southeast Regional Force Main. Administrator Eisenbarth stated the last step is the House and we have representatives working on this. Administrator Eisenbarth stated they are working to have the House hold an appropriation meeting next week.

Matthew Farrar stated the Option Agreement, referenced in BPW22/12-114, is on page 110 of the agenda packet.

12. Adjournment

There being no further business to come before the Board of Public Works, the meeting was adjourned at 3:53 p.m.

Board of Public Works Chair

Preliminary Minutes
To be approved at the January 5, 2022 Board of Public Works meeting



MEETING NOTICE

There will be a Transportation Technical Committee meeting held on:

DATE: Thursday, December 1, 2022
TIME: 1:30 p.m.
PLACE: WMSRDC OFFICE CONFERENCE ROOM

If you are unable to attend, please contact Brian Mulnix at 231.722.7878 x200

316 Morris Avenue, Suite 340, Muskegon, MI 49440
Telephone: (231) 722-7878 / www.wmsrdc.org

TRANSPORTATION TECHNICAL COMMITTEE

AGENDA

December 1, 2022

- I. CALL TO ORDER
- II. APPROVAL OF THE PREVIOUS MINUTES (OCTOBER 6, 2022) - **(ATTACHMENT I)
(ACTION)**
- III. PUBLIC COMMENT **(AGENDA ITEMS)**
- IV. TRANSPORTATION IMPROVEMENT PROGRAM
 - A. FY2023-2026 TIP **(AMENDMENT IV) (ATTACHMENT II) (ACTION)**
- V. 2045 LONG RANGE PLAN
 - A. WESTPLAN 2045 LONG RANGE PLAN BASE AND FUTURE SOCIOECONOMIC DATA **(SEPARATE EMAIL ATTACHMENT)
(ACTION)**
- VI. MPO ROUNDTABLE
- VII. PUBLIC COMMENT
- VIII. ADJOURNMENT

ATTACHMENT I

WEST MICHIGAN METROPOLITAN TRANSPORTATION PLANNING PROGRAM (WESTPLAN) TECHNICAL COMMITTEE MEETING

MEETING MINUTES

October 6, 2022

Members Present: Brett Laughlin, Ottawa County Road Commission
Wally Delamater, Village of Spring Lake
Paul Bouman, MCRC
Derek Gajdos, Matt Wade, City of Grand Haven
Luke Walters, MDOT
Tyler Kent, MDOT Grand Region
Jared Olson, City of Roosevelt Park
Brian Armstrong, City of Whitehall
Scott Beishuizen, City of Montague
Leo Evans, City of Muskegon
Craig Bessinger, City of Ferrysburg
John Nash, Spring Lake Township
James Koens, MATS
Mark Disselkoen, City of North Muskegon
James Murphy, City of Norton Shores
Jeff Marcinkowski, Rural Township Rep

Members Absent: Andrew Sibold, FHWA (Non-Voting)
Heather Bowden, MDOT- OPT
Steve Biesiada, Muskegon Urban Township Rep
Justin Clish, Village of Fruitport
Troy Bell, City of Muskegon Heights
Scott Borg, Harbor Transit

Others Present: Matt Wade, City of Grand Haven
Marc Fredrickson, MDOT- Muskegon TSC
Ryan Gladding, MDOT

Staff Present: Brian Mulnix, WMSRDC
Joel Fitzpatrick, WMSRDC
Amy Haack, WMSRDC

I. CALL TO ORDER

The meeting was called to order at 1:30. A quorum was present. Attendance was taken via roll call.

II. APPROVAL OF PREVIOUS MINUTES

A motion was made and supported to approve the minutes from the September 2022 meeting. Motion approved. *M/S Evans/Beishuizen*

III. PUBLIC COMMENT

The WestPlan Public Participation Plan procedure was followed to achieve public participation for this meeting. No members of the public spoke.

IV. TRANSPORTATION IMPROVEMENT PROGRAM

A. FY2023-2026 TIP (Amendment 3) - Mr. Brian Mulnix presented the proposed 2023-2026 TIP Amendment 3 as shown below. A motion was made and supported to approve the amendment. Motion approved. *M/S Murphy/Gajdos*

1. **Job # 209812** – Bridge Capital Preventative Maintenance – North Muskegon
Limits: Ruddiman Drive over Bear Lake – Total project cost: \$241,713
Move project from FY22 to FY23
2. **Job # 213627** – Road Rehab/Resurface – North Muskegon
Limits: Ruddiman Drive from Whitehall Rd to Mitzi St - Total project cost: \$111,168
Move project from FY22 to FY23
3. **Job # 211753** – New Non-Motorized Path – Ottawa County
Limits: Green St from 144th Ave to 128th Ave and 128th Ave from Green St to North Cedar Dr
- Total project cost: \$3,539,190
Move project from FY22 to FY23
4. **Job # 205429** – Reconstruction – City of Muskegon
Limits: Peck/Sandford St from Keating Ave to Laketon Ave
Abandon
5. **Job # 205415** – Reconstruction – City of Muskegon
Limits: Sherman Blvd from Glenside Blvd to Seaway Dr → Sherman from 770' East of Barclay Ave to Seaway Dr.

Federal: \$357,000 → \$897,000

Local: \$1,863,000 → \$1,323,000

Total: \$2,220,000 (unchanged)

Limits change and funding change (add funding from 205429)

B. FY2023-2026 TIP REVENUE BALANCE - Mr. Brian Mulnix presented tip BALANCE INFORMATION. Deadline to submit projects is October 17, 2022.

V. 2045 LONG RANGE PLAN UPDATE

Mr. Ryan Gladding gave an update on the LRTP process.

VI. MPO ROUNDTABLE

- Mr. Marc Fredrickson gave an update on MDOT road projects in the area.

VII. PUBLIC PARTICIPATION

The WestPlan Public Participation Plan procedure was followed to achieve public participation for this meeting. No members of the public spoke.

VIII. ADJOURN- Meeting adjourned at 2:13 p.m.

ATTACHMENT II

WestPlan FY2023-2026 Transportation Improvement Program

AMENDMENT 4

FY2023 STUL Revenue Adjustment

Job Number	Fiscal Year	Responsible Agency	Project Name	Existing FY23 STUL Funding	HC	Additional STUL Funding	STUL Flex Funding	Total Fed Funding	Local Cost (in millions)	Total Cost	Notes
205310	2023	Cherokee County	Mercury Drive	\$510,000		\$260,000		\$770,000	\$180,000	\$950,000	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205401	2023	Roosevelt Park	Gandy	\$300,000	\$88,584	\$267,385		\$655,869	\$14,849	\$797,838	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205416	2023	Milledgeville	Sherman	\$987,000		\$513,000		\$1,410,000	\$502,500	\$1,782,500	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205418	2023	MGRC	Stellar	\$376,000		\$185,200		\$571,200	\$142,800	\$714,000	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205427	2023	Muskogee	Haskoy	\$350,000		\$97,524		\$437,524		\$437,524	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
215666	2023	MGRC	Akire (Moved Forward)	\$0		\$379,800	\$105,000	\$484,800	\$121,200	\$606,000	Moved from 2024. Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances.
215759	2023	Montague	Wilcox and Channel to Cook (Moved Forward)	\$0		\$200,000		\$200,000	\$50,000	\$250,000	Moved from 2026. Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances.
						\$1,932,619	\$105,000				

Other Projects

215713	2023	MDOT	Murphree Trail	\$13,756				\$13,756		\$13,756	
205428	2023	Whitehall	Warner Street	\$250,000	\$126,185			\$376,185	\$82,500	\$441,685	Added \$40,502 Small Urban H/P

AMENDMENT 4 (continued - page 2)

MATS PROJECTS

PROGRAM	JOB#	FED	STATE	LOCAL	TOTAL	ACTION
FY23 5311	207049	\$18,000	\$18,000	\$0	\$36,000	Abandon
FY23 5307	207044	\$1,777,156	\$1,137,380	\$639,776	\$3,554,312	Change to: \$1,510,451 Federal, \$906,271 State, \$604,180 Local, \$3,020,902 Total
FY23 5307	217948	\$400,000	\$100,000	\$0	\$500,000	Add New - Preventive Maintenance
FY23 5307	207051	\$40,000	\$10,000	\$0	\$50,000	Abandon
FY23 5339	207063a	\$115,000	\$28,750	\$0	\$143,750	Abandon - 35-ft Bus
	207063b	\$101,222	\$25,306	\$0	\$126,528	Abandon - Support Equipment
FY23 5310	207061	\$140,000	\$35,000	\$0	\$175,000	Retain
FY24 5339	217949 a	\$240,000	\$60,000	\$0	\$300,000	Add New - Capital Cost of Contracting
	b	\$40,000	\$10,000	\$0	\$50,000	Add New - Support Equipment
FY24 5310	217951	\$140,000	\$35,000	\$0	\$175,000	Add New - Mobility Management Activities and Marketing - program similar to FY23 Job# 207061

AMENDMENT 4 (continued – page 3)

CMAQ and FY2023 Carbon Reduction

Job Number	Fiscal Year	County	Responsible Agency	Project Name	Limits	Primary Work Type	Carbon Reduction Funding	CMAQ Funding	Match (participating)	Total Cost
217939	2023	Muskogean	City of Montague	Hwy Montague Trail Resurface	White River to Stanton Blvd. and High-bridge Trail to Downing	Trail resurface	\$143,581		\$48,419	\$190,000
217942	2023	Muskogean	MCR/ City of North Muskogean	Signal Replacement/interconnect	Dykstra Road/Whitehall Road & Ruddiman Ave/Whitehall Road	Signal	\$208,419		\$9,362	\$218,781
205213	2023	Muskogean	MATS	Area-wide	Area-wide	Transit Capital		\$440,241	\$110,080	\$550,301
245252	2023	Muskogean	MATS	Area-wide	Area-wide	Transit-Capital	\$45,284		\$44,440	\$89,724
214086	2024	Ottawa	Harbor Transit	Area-wide	Area-wide	Transit Capital		\$815,688	\$203,852	\$1,019,460
245242	2024	Ottawa	Harbor-Transit	Area-wide	Area-wide	Transit-Capital	\$57,074		\$44,289	\$101,363
214102	2025	Ottawa	Harbor Transit	Area-wide	Area-wide	Transit Capital		\$572,000	\$143,000	\$715,000
245242	2025	Ottawa	Harbor-Transit	Area-wide	Area-wide	Transit-Capital	\$55,643		\$43,614	\$99,257
214301	2028	Muskogean	MATS	Area-wide	Area-wide	Transit Capital		\$409,000	\$102,250	\$511,250
245268	2028	Muskogean	MATS	Area-wide	Area-wide	Transit-Capital	\$54,384		\$43,546	\$97,930
							\$353,000	\$440,241		

Added CR funding from 215757 and additional CMAQ balance from revised estimates (\$86,002 added to \$354,239)-CRSM fund/CRSM funding put back into overall balance- 11/10/2022

ABANDON- 11/10/2022

Added CR funding from 215742 (\$57,074 added to \$758,614)- CRSM funding put back into overall balance- 11/10/2022

ABANDON- 11/10/2022

Added CR funding from 215787 (\$65,643 added to \$516,357)-CRSM funding put back into overall balance- 11/10/2022

ABANDON- 11/10/2022

Added CR funding from 215788 (\$54,184 added to \$345,916)- CRSM funding put back into overall balance- 11/10/2022

ABANDON- 11/10/2022

FY2023 STUL Revenue Adjustment

Job Number	Fiscal Year	Responsible Agency	Project Name	Existing FY23 STUL Funding	HIC	Additional STUL Funding	STUL First Funding	Total First Funding	Local Cost (if applicable)	Total Cost	Notes
205318	2023	Ontario County	Mercury Drive	\$516,000		\$280,000		\$770,000	\$186,000	\$950,000	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205401	2023	Roseworth Park	Glenside	\$300,000	\$89,594	\$287,395		\$655,989	\$141,046	\$787,209	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205415	2023	Muskegon	Stemman	\$887,000		\$510,000		\$1,410,000	\$352,600	\$1,762,500	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205419	2023	MCRC	Shelter	\$376,000		\$186,200		\$571,200	\$142,800	\$714,000	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
205427	2023	Musk Heights	Hasbly	\$350,000		\$87,524		\$437,524		\$437,524	Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances
215659	2023	MCRC	Arlene (Moved forward)	\$0		\$379,800	\$105,000	\$484,800	\$121,200	\$606,000	Moved from 2024. Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances.
215759	2023	Montague	Wilson, old Channel to Cook (Moved forward)	\$0		\$200,000		\$200,000	\$90,000	\$290,000	Moved from 2028. Additional Funding discussed at November 10 Worksession to redistribute FY2023 revenue balances.
						\$1,802,918	\$105,000				

Other Projects

213713	2023	MDOT	Muskegon Trail	\$13,756				\$13,756		\$13,756	
205428	2023	Whitehall	Warner Street	\$250,000	\$128,195			\$378,195	\$82,500	\$441,895	Added \$40,602 Small Urban HTP

ATTACHMENT III

WestPlan 2045 Long Range Plan

Attached as a separate email, please find the WestPlan 2045 Long Range Plan Base and Future Socioeconomic Data. This information was sent to the Technical Committee for review on November 4, 2022. We will need action to approve this information for the 2045 Long Range Plan update.

CITY OF WHITEHALL
RESOLUTION 23-01
Drinking Water Grant

WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City a \$365,850 Drinking Water Asset Management Grant.

WHEREAS, the purpose of the grant is to conduct an asset management analysis with a focus on the abatement of lead service lines and future water system improvements.

WHEREAS, EGLE has submitted a grant agreement for review and approval by the City.

WHEREAS, City Manager Huebler has reviewed the grant agreement and recommends approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED

that the Whitehall City Council hereby authorizes Public Works Director Armstrong to execute the Drinking Water Asset Management Grant Agreement attached to and considered a part of this Resolution.

Moved by _____, seconded by _____, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held Tuesday, January 10, 2023, at 6:00 p.m.

Roll Call Vote (___ yes, ___ no, ___ absent).

Steven Salter, Mayor

Brenda Bourdon, City Clerk



**DRINKING WATER ASSET MANAGEMENT GRANT AGREEMENT (ARP FUNDED)
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF WHITEHALL**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Finance Division** ("State"), and **City of Whitehall** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to P.A. 53 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: <u>AMP/DSMI</u>	Project #: <u>DWA-128</u>
Amount of grant: <u>\$365,850</u>	% of grant state <u>0</u> / % of grant federal <u>100</u>
Amount of match: None required	PROJECT TOTAL: <u>\$365,850</u>
Start Date: <u>3/3/2021</u>	End Date: <u>12/15/2025</u>

FISCAL RECOVERY FUND (FRF) ITEMS:

Recipient Type: Subrecipient

Can be used for allowable expenditures incurred on/or after: 3/3/2021

Federal Awarding Agency: US Department of Treasury CFDA Number and Name: 21.027

FAIN Number: SLFRP0127 Research and Development Award: Yes No

SLFRF Category: Other water infrastructure 5.15 SLFRF Short Name: FRF3173

Major Program: ARPDWAM

GRANTEE CONTACT INFORMATION:

Name/Title: Brian Armstrong, Public Works Director

Organization: City of Whitehall

Address: 405 E Colby Street

City, State, ZIP: Whitehall, MI 49461

Phone Number: 231-864-4048

E-Mail Address: armstrong@cityofwhitehall.org

Federal ID: 38-6004748

Grantee UEI Number: M899KM9NZQC4

SIGMA Vendor Number: CV0047940

STATE'S CONTACT INFORMATION:

Name/Title: Kaitlyn Thrush, Departmental Analyst

Division/Bureau/Office: Finance Division

Address: 525 W Allegan Street

City, State, ZIP: Lansing, MI 48909

Phone Number: 517-647-3482

E-Mail Address: ThrushK1@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature _____ Brian Armstrong, Public Works Director
Name/Title _____ Date _____

FOR THE STATE:

Signature _____ Kelly Green, Administrator
Name/Title _____ Date _____

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
Jan 1 – Jan 31	Feb 15
Feb 1 – Feb 28	March 15
March 1 – March 31	April 15
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15

July 1 – July 31	Aug 15
Aug 1 – Aug 31	Sept 15
Sept 1 – Sept 30	Before Oct 15*
Oct 1 – Oct 31	Nov 15
Nov 1 – Nov 30	Dec 15
Dec 1 – Dec 31	Jan 15

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering September 1 – September 30. Advance notification regarding the due date for the period ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the period ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS & SUBAWARDS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

For all Subawards - 2 CFR 200.331 – 200.333 Subrecipient Monitoring and Management All pass-through entities must:

A) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

(1) Federal award identification.

- (i) Subrecipient name (which must match the name associated with its unique entity identifier)
- (ii) Subrecipient's unique entity identifier
- (iii) Federal Award Identification Number (FAIN)

- (iv) Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
- (v) Subaward Period of Performance Start and End Date
- (vi) Subaward Budget Period Start and End Date
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
- (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
- (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
- (xiii) Identification of whether the award is R&D; and
- (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports.

(4) (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part,

(6) Appropriate terms and conditions concerning closeout of the subaward.

B) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program.

(3) Whether the subrecipient has new personnel or new or substantially changed systems.

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

C) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

D) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

E) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-

through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (1) Providing subrecipients with training and technical assistance on program-related matters; and
- (2) Performing on-site reviews of the subrecipient's program operations;
- (3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

F) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

G) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

H) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

I) 200.332 Fixed amount subawards

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: <https://www.sam.gov/SAM>.

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

Federal Audit Requirements

- (A) (2 CFR 200.501) Audit required. A non-federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program specific audit conducted for that year in accordance with the provisions of this part
- (B) (2 CFR 200.508) Auditee requirements:
 - a. Procure or otherwise arrange for the audit, if required.
 - b. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
 - c. Promptly follow up and take corrective action on the audit findings.
 - d. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained through December 31, 2031.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

(D) Any funds received under the authorizing legislation for this program expended by the eligible applicant in a manner that does not adhere to the American Rescue Plan 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that an eligible applicant receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan, Public Law 117-2, or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after

written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII) AND THE PRIVACY ACT.

In accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a), the recipient is required to take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

XXIV. STATUTORY CATEGORIES FOR USE OF FISCAL RECOVERY FUND (FRF)

The four statutory categories for use of FRF funds are included below as outlined in the guidance. The program design has been approved to ensure that the program meets one of the requirements below. Appendix A provides additional details on eligible uses to ensure it aligns with Treasury's guidance.

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work
- (3) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency
- (4) To make necessary investments in water, sewer, or broadband infrastructure

Treasury's Final Rule details compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

Use of Funds Restrictions:

First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.

Second, a recipient may not use SLFRF funds in violation of the conflict-of-interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.

Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

XXV. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.]

XXVI. PREVAILING WAGE and LABOR AGREEMENT

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

Grantee must provide either

- 1) a certificate for a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f))
- 2) or provide a project workforce continuity plan, detailing:
 - a) How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - b) How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - c) How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - d) Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
Yes No
 - e) Whether the project has completed a project labor agreement.
Yes No

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

Funds were added under sections 602 and 603 of section 9901 of the Social Security Act of section 9901 of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (“ARPA”), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (“FRF”). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund on May 13, 2021.

OMB Uniform Guidance for Non-federal Agencies Receiving These Funds The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at U.S. Department of Treasury State and Local Fiscal Recovery Funds, located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). All reimbursements requested under this program should be accounted for with supporting documentation. Eligible applicants should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant’s Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant’s Single Audit.

The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1> for complete requirements.

The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the “Uniform Guidance”). In all instances, your organization should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2021 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 12, 2021).

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Project Overview:

This project involves work related to the City of Whitehall's (Whitehall) Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan (AMP). Field verification will be conducted for a minimum of 135 service lines out of their total of 1,490, based on Whitehall's knowledge of unknown service lines at the time of this agreement, in accordance with EGLE's Drinking Water and Environmental Health Division's Minimum Service Line Material Verification Requirements. This includes effort by Whitehall and consultant staff to pothole on either side of each curb stop and conduct in-building documentation of service line materials.

Whitehall's drinking water AMP will be updated based on a comprehensive asset inventory as well as other portions of the plan, including condition assessment, water system criticality, level of service assessment, capital improvement plan, and revenue structure development. Whitehall will also update its hydraulic model to identify water system improvements for capital improvement planning. Information gathered will be incorporated into Whitehall's existing Geographic Information System (GIS) database.

EGLE approved estimated project costs include:

Task	Budget
AMP	\$306,900
DSMI	\$56,200
Equipment	\$2,750*
Project Cost Subtotal	\$365,850
Total Grant Amount	\$365,850

* The estimated grant-eligible equipment cost of \$2,750 represents 25 percent of the total estimated purchase cost of \$11,000 for a line locator, a magnetic locator, a tablet and its associated case, and a laptop computer and its associated mouse and keyboard.

Indirect costs are not allowed under this agreement.

Grantees must obligate all funds to any subrecipients by December 31, 2024. Therefore, all grantees must have a signed contract in place with all contracted parties for the work to be completed with these grant funds by December 31, 2024. In addition, all project work must be completed by December 31, 2026.

Program-specific Requirements:

1. Non-professional contractor services should be competitively bid.
2. A signed contract is needed for contracted services greater than \$50,000 prior to reimbursement.
3. Force account may be utilized with justification documenting the need. Force account fringe benefits are limited to 40 percent and holiday and overtime pay is not grant eligible. Utility indirect costs (rent, overhead, etc.) are not grant eligible. A detailed summary sheet(s) including name, title, hours worked, per hour compensation (show wages and fringes) of each municipal employee with time billed to the project, along with a description of the service the employee provided, is needed for reimbursement.
4. Eligible equipment purchases with acceptable justification, such as computer hardware or software used directly for asset management or materials assessment, can be reimbursed at 25 percent of the purchase price if the equipment can be used for multiple asset types, at EGLEs discretion. This may include training related to that equipment/hardware/software purchase. If the equipment will be shared with a neighboring community, EGLE will consider reimbursement up to 50 percent of the equipment purchase price. Adequate maintenance and procedures must be developed to keep equipment purchased in good working condition for the entirety of the grant period.
5. Completion of grant funded work does not constitute approval by the Department of Environment, Great Lakes, and Energy's Drinking Water and Environmental Health Division to meet a regulatory obligation. All compliance related questions need to be directed to your district engineer. All water systems need to meet required compliance deadlines and approval and execution of this grant contract does not alter a water supply's obligation to meet compliance deadlines.

Grant Administration and Close Out:

As mentioned previously, in Section IV, GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS, the Grantee must complete and submit financial and progress reports and must include supporting documentation of eligible project expenses. Reports shall include the Financial Status Report Form with supporting cost documentation (i.e., vendor invoices), a report including a brief description of work completed during the reporting period, and any delays occurred or anticipated. Reports shall be due within 30 days of the end of each monthly reporting period. If applicant chooses not to submit reimbursement requests monthly, the EGLE project manager must be notified that no submission will be completed for the month.

The Grantee must provide a final project report, which shall include a summary of work completed utilizing grant funds, including any significant lessons learned and anticipated needs going forward. The Grantee shall submit the final status report, including the Financial Status Report Form with all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days of substantial completion of the project or the end date of the agreement whichever occurs first.

Grant information including grantee name, grant award amount, and a project summary will be shared with the legislature and posted on EGLEs website.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

CITY OF WHITEHALL
RESOLUTION 23-02
Drinking Water Asset Management Engineering

- WHEREAS, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded the City a \$365,850 Drinking Water Asset Management Grant.
- WHEREAS, the purpose of the grant is to conduct an asset management analysis with a focus on the abatement of lead service lines and future water system improvements.
- WHEREAS, the grant covers engineering fees as submitted by City Engineers Prein & Newhof.
- WHEREAS, City Manager Huebler has reviewed the professional services agreement and recommends approval by the City Council.

NOW, THEREFORE, BE IT RESOLVED

that the Whitehall City Council hereby authorizes City Manager Huebler to execute the Professional Engineering Services Agreement attached to and considered a part of this Resolution.

Moved by _____, seconded by _____, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held Tuesday, January 10, 2023, at 6:00 p.m.

Roll Call Vote (___ yes, ___ no, ___ absent).

Steven Salter, Mayor

Brenda Bourdon, City Clerk

November 30, 2022
2221173

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

RE: Professional Engineering Services, Drinking Water Asset Management Grant (DWAM)

Dear Mr. Huebler:

Congratulations to the City on being awarded a Drinking Water Asset Management Grant (DWAM) from the Michigan Department of Environment, Great Lakes, and Energy (EGLE). As you know, this grant program is focused on Lead Service Investigations and Water Asset Management Planning. Based on the application Prein&Newhof prepared in conjunction with your input on behalf of the City of Whitehall, we propose to assist the City with the DWAM grant as follows:

- Assist City with completion of GIS based service line inventory according to EGLE guidance and requirements.
- Assist City with identifying which lead service lines need to be verified in the field.
- Field GPS existing distribution hydrants and valves with the assistance of the DPW, as needed.
- Update the GIS with field data that was collected.
- Link available record plans and/or service records to GIS system, as needed.
- Assist City with potholing for field verification of service line materials.
- Inventory and perform condition assessments on major drinking water assets such wells, pumps, motors, wellhouses, tanks, SCADA, etc.
- Perform hydrant testing for updating the water hydraulic model for calibration purposes.
- Update water hydraulic model, update demand distributions, and run various scenarios to determine system deficiencies and solutions.
- Prepare a Drinking Water Asset Management Plan including water asset inventory, condition assessment, identification of projects, cost estimates, generation of a 10-year Capital Improvement Plan, and Rate Study to evaluate funding options.
- Assist with grant administration.

Fee

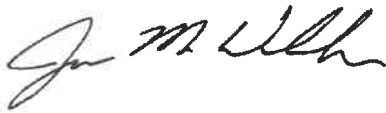
Based on the scope of work described above, we propose to complete the work for a not to exceed cost of \$302,600. This is the amount of the city's grant (\$365,850) minus the reimbursable cost of the equipment to be purchased under the grant (\$2,750) and City Costs for force account work (\$60,500). We assume that the City will purchase the equipment directly.

All Prein&Newhof expenses listed above are anticipated to be 100% covered by the grant. The grant scope of work and fee worksheet are attached as approved by EGLE.

If this proposal meets with your approval, please sign and return the Professional Services Agreement as authorization to proceed. If you have any questions, or need additional information, please contact our office.

Sincerely,

Prein&Newhof



Jason Washler, P.E.



Daniel J. Sorek, P.E.

Enclosures: Professional Services Agreement, Grant Scope of Work and Fee

Cc: Brian Armstrong, DPW Director

Professional Services Agreement

This Professional Services Agreement is made this ____ day of _____, 2022 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 4910 Stariha Drive, Muskegon, MI 49441, and City of Whitehall (“Client”), of 405 E. Colby Street, Whitehall, MI 49461.

WHEREAS Client intends to:

Drinking Water Asset Management Grant (DWAM)

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

ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

Name: Scott Huebler
Title: City Manager
Phone Number: 231.894.4048
Facsimile Number: _____
E-Mail Address: huebler@cityofwhitehall.org

For P&N

Name: Dan Sorek
Title: Project Manager
Phone Number: 616.218.2940
Facsimile Number: _____
E-Mail Address: dsorek@preinnewhof.com

ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated, November 30, 2022
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated, November 30, 2022
- Scope of Services defined as follows:

N/A

ARTICLE 4 – COMPENSATION:

- Lump Sum for Services Described in Article 3 above - \$
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- Other:

ARTICLE 5 – ADDITIONAL TERMS (If any)

NONE

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

Accepted for:

Prein&Newhof, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Accepted for:

City of Whitehall

By: _____

Printed Name: _____

Title: _____

Date: _____

Scope of Work for Drinking Water Asset Management Grant

City of Whitehall

I. Distribution System Materials Inventory (DSMI)

The activities under this category are intended to assist the community with the complete Distribution System Material Inventory required to be submitted by January 1, 2025 under Rule 11604 of Michigan's Safe Drinking Water Act, 1976 PA 399, as amended. The City of Whitehall has already started a GIS based inventory from historical records. Rule 11604 also requires the distribution system inventory to include materials in piping, storage structures, pumps, and controls used to deliver water to the public. Therefore, an inventory of these components will also be made. It is intended that the inventory will be GIS based so that materials of concern are easily located and that updates can be more easily made in the future.

A. Service Lines - Field Verification

The activities proposed under this category include field verification of service line materials in areas where there is little information available and/or to verify the information in the Preliminary Service Line Inventory. The City of Whitehall has approximately 1,490 service lines. Approximately 800 have been identified as either containing lead, likely containing lead or previously connected to lead. Approximately 45% of the service lines, or roughly 670 services will be verified.

For those services to be field verified, a hole on each side of the curb stop or meter pit will be exposed using hydro-excavator equipment. The material on each side will be observed and then recorded. All water service points will be located with GPS survey equipment and then mapped in the City's Geographic Information System (GIS).

The material for the service line will be recorded and stored in GIS for the public and private side as well as a data point that can be linked to the City's water accounts from their Customer Information System (CIS) from BS&A through and account number for any future notifications of customers.

B. Other Distribution Components

To update and make the City of Whitehall water system material inventory more complete, the following is planned:

1. **Data Collection:** Collecting the accurate locations of water valves and hydrants is key to creating a high-quality GIS database. Unlike storm structures and sanitary manholes, water valves are often not easily identifiable from aerial imagery, so collecting their location with GPS is planned.
2. **Water Main Mapping:** Once high-quality locations for valves and hydrants are established, water mains can be accurately mapped using GIS. In addition to using GPS-located valves and hydrants, this step will employ record plans to identify and map pipe deflections and properly attribute pipe size, material and year installed. Record plans have already been scanned and linked to the GIS based system. Although the water mains have been entered into GIS already, more accurate mapping can be accomplished with the GPS location of the valves and hydrants. Furthermore, fittings such as bends, tees, reducers and sleeves will also be entered into the GIS for accurate locating and better hydraulic flow modeling.
3. **Asset condition information in GIS** - Existing construction plans and valve cards related to the water system have been scanned and linked in GIS. These will be reviewed carefully to ensure the age, material and condition is entered. Additionally, information concerning assets such as age, condition, and type for assets such as valves, hydrants, storage tanks, and pumping stations will be included. The asset inventory at wells will also be added. This may also include O&M manual or maintenance records.
4. **Wells and Pump Stations** – The City of Whitehall treats groundwater for their drinking water. The piping and valve network at the wells pump stations will be included in the field inventory.

C. GIS Based Inventory

All information will be put into the City of Whitehall ESRI GIS database. The material on both the private and public side will be included. Updates to the GIS system will allow the City of Whitehall to easily provide maps of service lines and materials by address, location, and private side versus public side. The other distribution system components used to deliver water will also be added to the database.

II. Asset Management

The City of Whitehall is proposing to update its Water Asset Management Plan.

A. Water System Inventory Update

The City of Whitehall will update the inventory submitted in its asset management plan in late 2017. This will be supplemented by the additional information gathered in the DSMI discussed in Part I.

Estimated assets:

Hydrants -330	Service Lines – 1,490
Valves - 789	Interconnection to neighboring supply (Montague)
Water Main – 80 miles	5 Wells and Pumps
Storage Tanks – 2 elevated	

B. Condition Assessment

Condition assessment of water system assets will be made and/or updated and results added to the City of Whitehall's GIS. These may be made using historical records concerning hydrant condition and type, valve operation, valve turns, life cycle estimates, failure rates, etc. and will be added to the GIS based on existing records. This may also be supplemented by field verification in some cases if limited data is available.

1. **Valves:** Historical information concerning valve condition will be added to the GIS based on existing records. This may be supplemented by field verification in some cases if no data is available.
2. **Distribution system:** Conditions of the distribution system will be addressed through hydraulic modeling and calibration testing. Hydraulic modeling can identify conditions in the systems such as frictions factors of specific pipes, possible closed valves, water age, and potential water quality problems.

The following activities are planned to update the City of Whitehall hydraulic model:

- **Convert model to GIS based interface** – This will be based on the inventory and field work conducted. The primary advantage is that the pipes are shown on maps in a more exact location and model calculations are more accurate. It also will be easier to update the model in the future as changes between the model and the GIS will be coordinated.

- **Perform water system field testing** – This will provide data for model calibration and verifications of model assumptions.
 - **Define capital improvements** – The hydraulic model will be used to determine what capital improvements may be needed based on low flow areas for domestic, commercial/industrial areas and fire protection requirements.
3. **Wells, pumps and storage tanks** - An inventory of the well and pump assets will be developed including all major treatment units and ancillary equipment. A review of age and last known replacement/upgrades will be completed for all items in the inventory. Systems that will be assessed include: wells, casings, pumps, generators, valves, piping, building structure, SCADA, storage tanks and electrical systems.

C. Level of Service

The level of service is anticipated to be improved with the updated inventories, condition assessments and move to a GIS based asset management system. Once a water system is accurately mapped, the resulting data can be used to help communities track O&M activities such as valve turning, hydrant flushing, hydrant painting, and other asset maintenance.

D. Criticality Assessment

The criticality of assets in the distribution and supply system will be evaluated. Criticality considers the likelihood and consequence of failure. This was done in the City's 2017 Asset Management Plan, but this will be updated with more current information. Consideration will be given to failure histories and the results of water system modeling. The presence of lead service lines will also be a factor in prioritizing asset criticality as identified in *R325.11606*.

E. Capital Improvement Planning

Five year and twenty-year capital improvement plans will be developed based on the inventory, condition assessments, criticality review, and level of service goals. This will also include lead service line replacement. Consideration will also be given to other assets affected with identified projects. Project descriptions, cost predictions, and timelines will be prepared.

F. Revenue Structure Development (Rate Study)

A financial analysis focusing on cash balances, rates, and financing will be prepared by the City's financial advisor. This will include a rate study using industry accepted practices for utilities. A review of possible financing options for capital improvements will also be made. The analysis will be reviewed with the City Council so it can review the rate analysis and develop policies related to the capital and financial needs of the water system.

G. Asset Management Plan

The City's Asset Management Plan (AMP), originally prepared in 2017, will be updated based on the activities discussed above. The plan will address capital improvements and the rates and policies needed to be proactive in maintaining the City's water system. The plan will be presented to the City Council for review and concurrence.

III. Equipment

The City of Whitehall intends to purchase some tablets for field use with its GIS and for the purpose of tracking and maintaining its asset inventory and regularly updating it. Additionally, a new locator device is planned for locating, tracing and protecting water mains and water service lines. These costs are estimated to be approximately \$11,000 and 25% or \$2,750 is being requested with the grant application.

IV. Schedule

The City of Whitehall intends to complete these activities over a two to three-year period once the grant agreement is in place.

Scope of Work & Professional Services

City of Whitehall - Drinking Water Asset Management Grant

	External Costs	City Costs	Total
Distribution System Material Inventory			
Service line verification/location - field and office review	\$6,200	\$50,000	\$56,200
Sub-Total	\$6,200	\$50,000	\$56,200
Asset Management			
Project Meetings/Coordination/Administration	\$35,100	\$0	\$35,100
Coordination/Administration/Progress Reports/Meetings	\$17,900	\$0	\$17,900
Data collection - hydrants, valves, curb stops/meter pits	\$53,200	\$10,500	\$63,700
Water main and service mapping update based on field work	\$29,000	\$0	\$29,000
Prepare final deliverables	\$14,700	\$0	\$14,700
Review and train city on deliverable	\$8,600	\$0	\$8,600
Update Inventory	\$3,800	\$0	\$3,800
Condition Assessment - Hydrants, Valves, etc.	\$8,300	\$0	\$8,300
Condition Assessment - Tanks, Wells, Pumps	\$12,200	\$0	\$12,200
Condition Assessment - hydraulic modeling/testing	\$38,900	\$0	\$38,900
Condition review - other assets	\$7,000	\$0	\$7,000
Level of Service Review	\$5,400	\$0	\$5,400
Criticality Assessment	\$6,700	\$0	\$6,700
Capital Improvement Planning	\$19,100	\$0	\$19,100
Revenue Structure Development	\$18,900	\$0	\$18,900
Asset Management Plan	\$17,600	\$0	\$17,600
Sub-Total	\$296,400	\$10,500	\$306,900
Equipment			
Equipment (Tablets/Utility Locator - 25% of \$11,000)	\$2,750	\$0	\$2,750
Sub-Total	\$2,750	\$0	\$2,750
Total Estimated Services	\$305,350	\$60,500	\$365,850