



WHITEHALL

CITY COUNCIL WORK SESSION
405 E. COLBY ST., WHITEHALL, MI
CITY COUNCIL CHAMBERS
MARCH 14, 2023
5:00 p.m.

AGENDA

1. Meeting Called to Order
2. Discussion Items
 - WaterDog Park
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
March 2023**

WaterDog Park (Huebler)

Attached is a letter from WaterDog Outfitters Owner Steven Crooks offering to maintain Lions Park in exchange for the naming rights. City staff is not aware of nor could we find any record of a maintenance agreement with the Lions Club. The Lions donated \$8,000 towards the initial development of the site as a park in 1986. In recognition of the donation, the City named the site Lions Park. The Lions Club provided \$2,500 in 1993 to improve the White River Trail and another \$2,500 in 2008 to reroof the shelter.

Rather than renaming the park, Council may wish to consider The Lions Park WaterDog Outfitters Dock and Launch similar to the Goodrich Park Howmet Aerospace Splashpad and rather than annual maintenance, consider a one-time donation towards improvements to the dock and launch area.



115 W. Hanson St.

Whitehall Mi. 49461

02/06/23

Dear City of Whitehall,

It has recently come to my attention that the Lions Club organization that historically has maintained the local park and fishing docks just down the street from our current location on Hanson Street, has expressed interest in no longer doing so. It is also my understanding that the organization has dissolved its club within the White Lake area and the maintenance will once again be the responsibility of the City of Whitehall.

I am writing this letter to you, on behalf of WaterDog Outfitters, expressing interest in acquiring the maintenance responsibilities of said park and existing structures as the previous structured agreement was between the City of Whitehall and The Lions Club International. (Building and structure maintenance, i.e... docks, pergola and kayak launch). In return, we would simply like to rename the park as something suitable referencing WaterDog Outfitters (again, similar to the Lions Park arrangement. Perhaps "WaterDog Outfitters Public Park") Also to be noted, this would not be WaterDog Outfitters park or property to own. The City of Whitehall would still retain ownership of property and the park and dock area would still be considered public.

If this has interest to you, I would like to discuss this more in the near future.

Thank you for your time.

Sincerely,
Steven Crooks
Owner
WaterDog Outfitters
231-740-5673



WHITEHALL

CITY COUNCIL MEETING
405 E. COLBY STREET, WHITEHALL, MI
CITY COUNCIL CHAMBERS
MARCH 14, 2023
6:00 p.m.

AGENDA

1. Meeting called to Order
 - Pledge of Allegiance
2. Approval of Agenda
3. Consent Agenda
 - Approval of the February 28 Council Meeting Minutes
 - Approval of Accounts Payable: \$xxx
 - Communications: BLT Minutes, Comprehensive Master Plan Implementation Update, Public Works Meeting Minutes, White Lake Community Library Minutes
4. Messages from the Mayor, Council, and City Manager
5. Public Comment *
6. Old Business
7. New Business
 - Depot Lease
 - Resolution 23-09 Fund Balance Policy
 - Resolution 23-10 Auditing Services
8. Public Comment *
9. Adjournment

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CITY OF WHITEHALL
CITY COUNCIL MEETING MINUTES
Council Chambers
February 28, 2023

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

ABSENT: None

ALSO PRESENT: Scott Huebler, Brenda Bourdon, Alyssa Seaver, and Will Meier

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

APPROVAL OF THE AGENDA

Motion by Mullally, seconded by Holmstrom, CARRIED, to approve the amended agenda. All yeses

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the February 14 Work Session & Council Meeting Minutes
- B. Accounts Payable - \$227,928.24
- C. Communications: Arts Council Request, Central Dispatch Audit, Central Dispatch Minutes, Quarterly Financial Update, West Plan Policy Committee Minutes, WLFA Minutes, WMSRDC Annual Report

Motion by Connell, seconded by Sikkenga, CARRIED, to approve the Consent Agenda. Yes – 6; No – 1, Brown; Absent – None

MESSAGES FROM THE MAYOR, COUNCIL, AND CITY MANAGER

Comments were received from the Mayor and Council.

PUBLIC COMMENT

Kim Cyr provided information about the Senior Millage. Sandra Gibbs requested information on Tannery Bay cleanup activities.

OLD BUSINESS

None

NEW BUSINESS

- A. Park Improvements

Motion by Holmstrom, seconded by Mullally, CARRIED, to schedule March 28th as a required public hearing for the Boating and Passport Grant applications. All yeses

- B. Tag Day Request – Knights of Columbus

Motion by Sikkenga, seconded by Brown, CARRIED, to approve the tag day request from the Knights of Columbus for Saturday, April 29, 2023. All yeses

C. Resolution 23-08 Budget Amendment #2

Motion by Holmstrom, seconded by Heidelberg, CARRIED, to approve the budget amendments as presented.

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

PUBLIC COMMENT

Students from Mr. Brunson's government class introduced themselves.

ADJOURNMENT

Mayor Salter adjourned the Council Meeting at 6:26 pm.

Steven Salter, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
ACCOUNTS PAYABLE
March 14, 2023

March 2023 Prepays

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash	Payroll	\$45,099.05	Transfer
IRS	Payroll	\$16,174.87	EFT
Alerus Financial	Payroll	\$6,401.63	EFT
MISDU	Payroll	\$90.34	9110
FOP	Payroll - Union Dues	\$78.60	9111
Teamsters Local 214	Payroll - Union Dues	\$333.00	9112

Total Prepays:

\$68,177.49

Accounts Payable:

\$151,611.06

TOTAL ACCOUNTS PAYABLE

\$219,788.55

Vendor Code	Vendor Name	Description	Amount
EVERA	ALEXANDER AK EVERGREEN	WLYT CLASSES - FEB-2023	125.00
	FEB-2023		
TOTAL FOR: ALEXANDER AK EVERGREEN			125.00
MISC	AMAZON.COM		
	114-0149496-365	SECURITY CAMERA - CITY HALL OFFICE	41.99
	114-2863003-772	LABELS FOR FUEL CARDS	10.07
	STATEMENT	SECURITY CAM, LIGHTING, FUEL CARD SLEEVES	194.34
TOTAL FOR: AMAZON.COM			246.40
MISC	AMERICAN ASSOCIATION OF NOTARIES		
	00-233240707	MICHIGAN NOTARY SEAL EMBOSSER - SQUIERS	40.30
TOTAL FOR: AMERICAN ASSOCIATION OF NOTARIES			40.30
HOLMES	ANDREA HOLMES		
	CONTRACT	WLYT CLASSES - FEB-2023	125.00
TOTAL FOR: ANDREA HOLMES			125.00
BATT	BATTERIES PLUS - 386		
	P59949397	3.6 V NIMH STICK BATTERY	19.64
TOTAL FOR: BATTERIES PLUS - 386			19.64
MISC	CANVA.COM		
	03696-37127686	LETTERHEAD - MUSKEGON CTY CLERKS ASSOC	65.00
	STATEMENT	PURCHASE - REIMBURSED	36.00
TOTAL FOR: CANVA.COM			101.00
MISC	CITY OF GRAND RAPIDS		
	MACP CONF	PARKING FEES - MACP CONF - 302 FUNDS	64.00
TOTAL FOR: CITY OF GRAND RAPIDS			64.00
CONCORD	CONCORD THEATRICALS CORP		
	10820953	SCRIPTS - BEAU JEST - SUMMER-2023/FY24	79.65
TOTAL FOR: CONCORD THEATRICALS CORP			79.65
CONSU	CONSUMER'S ENERGY		
	STATEMENT	PUBLIC UTILITIES	2,168.16
TOTAL FOR: CONSUMER'S ENERGY			2,168.16
MORRI	DOUG MORRIS		
	MAR-2023	RETIREE OPEB STIPEND - MORRIS	300.00
TOTAL FOR: DOUG MORRIS			300.00
DRAMA	DRAMATIC PUBLISHING		
	STATEMENT	ROYALTY DEPOSIT - LEAVING IOWA - FY24/SUMMER	114.00
TOTAL FOR: DRAMATIC PUBLISHING			114.00
KANAAR	ERIN KANAAR		
	CONTRACT	WLYT CLASSES - FEB-2023	100.00
TOTAL FOR: ERIN KANAAR			100.00

Vendor Code	Vendor Name	Description	Amount
FAST	FASTENAL MIMUS300072	FLOW BOLTS - QTY 150- 5/8' ZINC	85.54
TOTAL FOR: FASTENAL			85.54
FRONT	FRONTIER STATEMENT	TELEPHONE	176.75
TOTAL FOR: FRONTIER			176.75
GILLROY	GILL-ROY'S HARDWARE STATEMENT		237.16
TOTAL FOR: GILL-ROY'S HARDWARE			237.16
GNAR	GNARLY HEIFER LLC CONTRACT	GNARLY HEIFER ANNIVERSARY EVENT - TICKET PASS	3,325.54
TOTAL FOR: GNARLY HEIFER LLC			3,325.54
MISC	GRAND TRAVERSE RESORT & SPA STATEMENT	MRWA/CONFERENCE - HOTEL	469.20
TOTAL FOR: GRAND TRAVERSE RESORT & SPA			469.20
JURCICH	HANNAH JURCICH FEB-2023	WLYT CLASSES - FEB-2023	225.00
TOTAL FOR: HANNAH JURCICH			225.00
HOME	HOME SERVICES OF WHITE LAKE 30915-31015	UPS CHARGES	29.29
TOTAL FOR: HOME SERVICES OF WHITE LAKE			29.29
MISC	HOPE'S OUTLET STATEMENT	TABLE/PAPER	10.59
TOTAL FOR: HOPE'S OUTLET			10.59
MISC	HUNTINGTON PUBLIC CAPITAL CORP 575170	SEWER TRUCK - PAYMENT #5 OF 5	83,194.77
TOTAL FOR: HUNTINGTON PUBLIC CAPITAL CORP			83,194.77
BRIGGS	IRA A BRIGGS CONTRACT	SOUND ENGINEER - FIRST FRIDAY 3/3	250.00
TOTAL FOR: IRA A BRIGGS			250.00
DOHEN	JACK DOHENY COMPANY 188223	POTENTIOMETER ASSEMBLY - SEWER TRUCK	89.55
TOTAL FOR: JACK DOHENY COMPANY			89.55
BEAMANJ	JACOB BEAMAN CONTRACT	WLYT CLASSES - FEB-2023	100.00
TOTAL FOR: JACOB BEAMAN			100.00
JJ'S ELEC	JJ'S ELECTRIC LLC FEB-2023	ELECTRICAL PERMITS - FEB-2023	238.40
TOTAL FOR: JJ'S ELECTRIC LLC			238.40

Vendor Code	Vendor Name Invoice	Description	Amount
TRUSTY	KATIE TRUSTY CONTRACT	WLYT CLASSES - FEB-2023	125.00
TOTAL FOR: KATIE TRUSTY			125.00
KLINE	KLINEFELTER'S INC 28814	PHOTOS & FRAMING - MAYOR/CITY COUNCIL PHOTOS	550.45
TOTAL FOR: KLINEFELTER'S INC			550.45
MISC	LOGANS ROADHOUSE MACP CONF	MEAL - MACP CONF - 302 FUNDS	22.23
TOTAL FOR: LOGANS ROADHOUSE			22.23
WLBEA	LUDINGTON DAILY NEWS 99196718	PUBLISHING	842.70
TOTAL FOR: LUDINGTON DAILY NEWS			842.70
MACP	MI ASSOC OF CHIEFS OF POLICE 300008720	MEMBERSHIP RENEWAL - SQUIERS	115.00
TOTAL FOR: MI ASSOC OF CHIEFS OF POLICE			115.00
MMTA	MI MUNICIPAL TREASURERS ASSOC 7691	MEMBERSHIP RENEWAL - 2023 - SEAVER/SCHILLER	198.00
TOTAL FOR: MI MUNICIPAL TREASURERS ASSOC			198.00
MICHSTPOL	MICHIGAN STATE POLICE-CASHIERS OFF 551-611873	SOR FEES	60.00
TOTAL FOR: MICHIGAN STATE POLICE-CASHIERS OFF			60.00
MI	MIDEAL MIDEAL-310	MEMBERSHIP-PURCHASING	180.00
TOTAL FOR: MIDEAL			180.00
MLIVE	MLIVE MEDIA GROUP 0010584713	PUBLISHING	100.75
TOTAL FOR: MLIVE MEDIA GROUP			100.75
MODEL	MODEL COVERALL SERVICE INC STATEMENT	UNIFORMS - FEN-2023	261.16
TOTAL FOR: MODEL COVERALL SERVICE INC			261.16
MISC	MODERN IMAGE CUTS GRANT	FACADE GRANT - MODERN IMAGE	5,000.00
TOTAL FOR: MODERN IMAGE CUTS			5,000.00
HAN	MORGAN HANER CONTRACT	SOUND ENGINEER - THIRSTY THIRD 3.16.23	250.00
TOTAL FOR: MORGAN HANER			250.00
MRWA	MRWA 2020-06260 2020-06341	MRWA CONFERENCE - BOND & SILK WATER CLASS - THRONE/VANDERPUTTE	720.00 680.00
TOTAL FOR: MRWA			1,400.00

Vendor Code	Vendor Name	Description	Amount
MUCTR	MUSKEGON CENTRAL DISPATCH		
	2300001416	VIRTUAL SERVER & SUPPORT - JAN-2023	527.37
	2300001426	CENTRAL DISPATCH FEES - FEB-2023	3,786.33
	2300001450	VIRTUAL SERVER & SUPPORT - FEB-2023	527.37
	2300001461	CENTRAL DISPATCH FEES - MAR-2023	3,786.33
TOTAL FOR: MUSKEGON CENTRAL DISPATCH			8,627.40
THRONE	NOLAN THRONE		
	CDL	CDL GROUP RENEWAL FEE - THRONE	25.00
TOTAL FOR: NOLAN THRONE			25.00
ED	OGBORN ENTERPRISES, INC.		
	WDPW23-03 / WCH CLEANING SERVICES - MARCH-2023		760.00
TOTAL FOR: OGBORN ENTERPRISES, INC.			760.00
ORKIN	ORKIN, LLC		
	24226759	PEST TREATMENT	98.99
TOTAL FOR: ORKIN, LLC			98.99
MISC	PANERA BREAD		
	MACP CONF	MEAL - MACP CONF - 302 FUNDS	20.79
TOTAL FOR: PANERA BREAD			20.79
PARM	PARMENTER LAW		
	271427	ATTORNEY FEES - GENERAL/PROSECUTION	2,663.80
TOTAL FOR: PARMENTER LAW			2,663.80
YOUNG	PAUL YOUNG		
	FLEX	FLEX - 2022	370.03
TOTAL FOR: PAUL YOUNG			370.03
PEKAD	PEKADILL'S		
	41329	BLT MEETING - LUNCH	203.75
TOTAL FOR: PEKADILL'S			203.75
PETRO	PETRO TANK & LINE TESTING LLC		
	224509	FUEL TANK TESTING - DPW	1,223.71
TOTAL FOR: PETRO TANK & LINE TESTING LLC			1,223.71
MISC	PIZZA HUT		
	STATEMENT	MEETING EXPENSE	37.86
TOTAL FOR: PIZZA HUT			37.86
PRHLTH	PRIORITY HEALTH		
	MAR-2023	HEALTH INSURANCE - MAR-2023	23,405.70
TOTAL FOR: PRIORITY HEALTH			23,405.70
RAYME	RAYMER COMPANY		
	24029	WELL #6 - MOTOR REPAIRS/PARTS/SERVICE	4,100.00
TOTAL FOR: RAYMER COMPANY			4,100.00

Vendor Code	Vendor Name	Description	Amount
TUFT	ROBERT E TUFTS JR		
	INVOICE FEB-2023	BUILDING PERMITS - FEB-2023	614.00
TOTAL FOR: ROBERT E TUFTS JR			614.00
SQUI	ROGER SQUIERS		
	INVOICE FLEX	FLEX - 2022	58.28
TOTAL FOR: ROGER SQUIERS			58.28
SAMS	SAM'S CLUB/GECF		
	STATEMENT 10043231616	COFFEE - CH/DPW SUPPLIES	102.84
TOTAL FOR: SAM'S CLUB/GECF			126.29
SCHEI	SCHEID PLUMBING HEATING & COOL		
	STATEMENT I-22558-1	MARINA - WATER LINE REPIPE	1,380.00
TOTAL FOR: SCHEID PLUMBING HEATING & COOL			1,380.00
SHO	SHORELINE INSPECTION SERVICE LLC		
	STATEMENT FEB-2023	MECHANICAL & PLUMBING PERMITS - FEB-2023	2,903.68
TOTAL FOR: SHORELINE INSPECTION SERVICE LLC			2,903.68
MISC	SHUTTERSTOCK		
	STATEMENT CS-09484-B9D5	SUBSCRIPTION - MONTHLY FEE-FEB-2023	29.00
TOTAL FOR: SHUTTERSTOCK			29.00
MISC	SPOTIFY		
	STATEMENT 183725231012610	SUBSCRIPTION - MONTHLY FEE-FEB-2023	9.99
TOTAL FOR: SPOTIFY			9.99
MISC	STAGEPLAYS.COM		
	STATEMENT	WLYT - SCRIPTS	11.96
TOTAL FOR: STAGEPLAYS.COM			11.96
STAND	STANDARD SUPPLY & LUMBER		
	STATEMENT 1619395 / 16211	LUMBER - CITY HALL OFFICE REMODEL	175.27
TOTAL FOR: STANDARD SUPPLY & LUMBER			175.27
STAPLADV	STAPLES CONTRACT & COMMERCIAL LLC		
	STATEMENT 8069448071	BINDERS/DIVIDERS/MAGNETIC POCKET	70.07
	STATEMENT 8069515752	TRASH BAGS - 5 CASES	156.25
TOTAL FOR: STAPLES CONTRACT & COMMERCIAL LLC			226.32
USPOS	UNITED STATES POSTMASTER		
	STATEMENT	QTY 1000/10 ROLLS - FOREVER STAMPS	630.00
TOTAL FOR: UNITED STATES POSTMASTER			630.00
USPOSTAL	US POSTAL SERVICE		
	STATEMENT	STAMPS/FOREVER - QTY 10 ROLL - ELECTIONS	630.00
TOTAL FOR: US POSTAL SERVICE			630.00
WLAUT	WHITE LAKE AUTOMOTIVE		
	STATEMENT		438.31
TOTAL FOR: WHITE LAKE AUTOMOTIVE			438.31

03/09/2023 03:09 PM
User: ALYSSA
DB: Whitehall

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF WHITEHALL
POST DATES 03/01/2023 - 03/31/2023
BOTH JOURNALIZED AND UNJOURNALIZED
OPEN
CITY OF WHITEHALL ACCOUNTS PAYABLE
COUNCIL MEETING OF MARCH 14, 2023

Vendor Code	Vendor Name	Description	Amount
	Invoice		
WIND	WINDEMULLER		
	226465	TROUBLESHOOT & REPAIR WELL #6	1,720.70
TOTAL FOR: WINDEMULLER			<u>1,720.70</u>
WORKP	WORKPLACE HEALTH MUSKEGON		
	274196	HEP B VACCINE - CHURCH	100.00
TOTAL FOR: WORKPLACE HEALTH MUSKEGON			<u>100.00</u>
TOTAL - ALL VENDORS			151,611.06

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 GENERAL OPERATING FUND							
Dept 000 648							
101-000-082.000	DUE FROM OTHER SOURCES	CANVA.COM	PURCHASE - REIMBURSED	STATEMENT	03/15/23	36.00	
101-000-231.017	DUE TO FLEX FUND	PAUL YOUNG	FLEX - 2022	FLEX	03/15/23	370.03	
101-000-231.017	DUE TO FLEX FUND	ROGER SQUIERS	FLEX - 2022	FLEX	03/15/23	58.28	
101-000-238.000	DUE TO OTHER SOURCES	MICHIGAN STATE POLICE	SOR FEES	551-611873	03/15/23	60.00	
Total For Dept 000 648						524.31	
Dept 101 CITY COUNCIL							
101-101-962.000	OTHER EXPENSES	KLINFELTER'S INC	PHOTOS & FRAMING - MAYOR/CITY COUN	28814	03/15/23	550.45	
Total For Dept 101 CITY COUNCIL						550.45	
Dept 172 ADMINISTRATION							
101-172-727.000	OFFICE SUPPLIES	AMAZON.COM	SECURITY CAM, LIGHTING, FUEL CARD	STATEMENT	03/15/23	7.98	
101-172-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	12.03	
101-172-770.000	MEMBERSHIPS & DUES	MI MUNICIPAL TREASURE	MEMBERSHIP RENEWAL - 2023 - SEAVER	7691	03/15/23	198.00	
101-172-850.000	TELEPHONE	FRONTIER	TELEPHONE	STATEMENT	03/15/23	68.23	
101-172-850.000	TELEPHONE	MUSKEGON CENTRAL DISP	VIRTUAL SERVER & SUPPORT - JAN-202	2300001416	03/15/23	527.37	
101-172-850.000	TELEPHONE	MUSKEGON CENTRAL DISP	VIRTUAL SERVER & SUPPORT - FEB-202	2300001450	03/15/23	527.37	
101-172-962.000	OTHER EXPENSES	AMERICAN ASSOCIATION	MICHIGAN NOTARY SEAL EMBOSSE - SQ	00-233240707	03/15/23	40.30	
101-172-962.000	OTHER EXPENSES	SAM'S CLUB/GEFC	SUPPLIES	STATEMENT	03/15/23	8.98	
Total For Dept 172 ADMINISTRATION						1,390.26	
Dept 203 ATTORNEY							
101-203-826.100	ATTORNEY FEES	PARMENTER LAW	ATTORNEY FEES - GENERAL/PROSECUTIO	271427	03/15/23	668.50	
Total For Dept 203 ATTORNEY						668.50	
Dept 215 CITY CLERK							
101-215-727.000	OFFICE SUPPLIES	AMAZON.COM	SECURITY CAM, LIGHTING, FUEL CARD	STATEMENT	03/15/23	22.98	
101-215-727.000	OFFICE SUPPLIES	CANVA.COM	LETTERHEAD - MUSKEGON CITY CLERKS A	03696-37127686	03/15/23	65.00	
101-215-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	34.68	
101-215-905.000	PUBLISHING	LUDINGTON DAILY NEWS	PUBLISHING	99196718	03/15/23	842.70	
101-215-905.000	PUBLISHING	MLIVE MEDIA GROUP	PUBLISHING	0010584713	03/15/23	100.75	
Total For Dept 215 CITY CLERK						1,066.11	
Dept 253 TREASURER							
101-253-727.000	OFFICE SUPPLIES	AMAZON.COM	SECURITY CAM, LIGHTING, FUEL CARD	STATEMENT	03/15/23	113.85	
101-253-727.000	OFFICE SUPPLIES	AMAZON.COM	SECURITY CAMERA - CITY HALL OFFICE	114-0149496-365	03/15/23	41.99	
Total For Dept 253 TREASURER						155.84	
Dept 262 ELECTIONS							
101-262-728.000	POSTAGE & COPYING	UNITED STATES POSTMAS	QTY 1000/10 ROLLS - FOREVER STAMPS	STATEMENT	03/15/23	630.00	
101-262-728.000	POSTAGE & COPYING	US POSTAL SERVICE	STAMPS/FOREVER - QTY 10 ROLL - ELE	STATEMENT	03/15/23	630.00	
Total For Dept 262 ELECTIONS						1,260.00	
Dept 265 CITY HALL BLDG & GROUNDS							
101-265-757.000	OPERATING SUPPLIES	GILL-ROY'S HARDWARE	COFFEE - CH/DPW	STATEMENT	03/15/23	17.09	
101-265-757.000	OPERATING SUPPLIES	SAM'S CLUB/GEFC	SUPPLIES	10043231616	03/15/23	11.73	
101-265-757.000	OPERATING SUPPLIES	SAM'S CLUB/GEFC	SUPPLIES	STATEMENT	03/15/23	18.98	
101-265-775.000	REPAIRS & MAINT SUPPLIES	GILL-ROY'S HARDWARE	LUMBER - CITY HALL OFFICE REMODEL	1619395 / 16211	03/15/23	172.43	
101-265-775.000	REPAIRS & MAINT SUPPLIES	STANDARD SUPPLY & LUM	CLEANING SERVICES - MARCH-2023	WDPW23-03 / WCH	03/15/23	175.27	
101-265-818.700	CONTRACTUAL SERVICES-ELE	OGBORN ENTERPRISES, I	TABLE/PAPER	STATEMENT	03/15/23	475.00	
101-265-976.000	EQUIPMENT	HOPE'S OUTLET	TABLE/PAPER	STATEMENT	03/15/23	10.59	
Total For Dept 265 CITY HALL BLDG & GROUNDS						881.09	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 101 Dept 266 101-266-826.000	GENERAL OPERATING FUND DISTRICT COURT ATTORNEY FEES	PARMENTER LAW	ATTORNEY FEES - GENERAL/PROSECUTIO	271427	03/15/23	1,995.30	
			Total For Dept 266 DISTRICT COURT			1,995.30	
Dept 270 101-270-719.450 101-270-719.450 101-270-719.600 101-270-719.600 101-270-719.601 101-270-719.685	FRINGE BENEFITS FRINGE-UNIFORMS FRINGE-UNIFORMS FRINGE-HEALTH INS FRINGE-HEALTH INS FRINGE BENEFITS-RETIREE FRINGE-MISCELLANEOUS	MODEL COVERALL SERVIC NOLAN THRONE DOUG MORRIS PRIORITY HEALTH PRIORITY HEALTH WORKPLACE HEALTH MUSK	UNIFORMS - FEN-2023 CDL GROUP RENEWAL FEE - THRONE RETIREE OPEB STIPEND - MORRIS HEALTH INSURANCE - MAR-2023 HEALTH INSURANCE - MAR-2023 HEP B VACCINE - CHURCH	STATEMENT CDL MAR-2023 MAR-2023 MAR-2023 274196	03/10/23 03/15/23 03/15/23 02/15/23 02/15/23 03/15/23	234.32 25.00 300.00 22,535.07 870.63 100.00	
			Total For Dept 270 FRINGE BENEFITS			24,065.02	
Dept 301 101-301-727.000 101-301-751.000 101-301-751.000 101-301-757.000 101-301-757.000 101-301-760.200 101-301-760.200 101-301-760.200 101-301-770.000 101-301-850.000 101-301-850.000 101-301-850.000 101-301-962.000	POLICE OFFICE SUPPLIES GASOLINE & MOTOR OIL GASOLINE & MOTOR OIL OPERATING SUPPLIES OPERATING SUPPLIES EDUCATION & TRAINING-302 EDUCATION & TRAINING-302 EDUCATION & TRAINING-302 MEMBERSHIPS & DUES TELEPHONE TELEPHONE TELEPHONE CONTRIBUTION-SILENT OBSE	WHITE LAKE AUTOMOTIVE AMAZON.COM AMAZON.COM BATTERIES PLUS - 386 SAM'S CLUB/GEFC CITY OF GRAND RAPIDS LOGANS ROADHOUSE PANERA BREAD MI ASSOC OF CHIEFS OF FRONTIER MUSKEGON CENTRAL DISP MUSKEGON CENTRAL DISP MIDEAL	SECURITY CAM, LIGHTING, FUEL CARD LABELS FOR FUEL CARDS 3.6 V NIMH STICK BATTERY SUPPLIES PARKING FEES - MACP CONF - 302 FUN MEAL - MACP CONF - 302 FUNDS MEAL - MACP CONF - 302 FUNDS MEMBERSHIP RENEWAL - SQUIERS TELEPHONE CENTRAL DISPATCH FEES - FEB-2023 CENTRAL DISPATCH FEES - MAR-2023 MEMBERSHIP-PURCHASING	STATEMENT STATEMENT 114-2863003-772 P59949397 STATEMENT MACP CONF MACP CONF MACP CONF 300008720 STATEMENT 2300001426 2300001461 MTDEAL-310	03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23 03/15/23	73.07 4.93 3.37 19.64 74.88 64.00 22.23 20.79 115.00 68.23 3,786.33 3,786.33 90.00	
			Total For Dept 301 POLICE			8,128.80	
Dept 751 101-751-757.000 101-751-920.000	PARKS DEPARTMENT OPERATING SUPPLIES PUBLIC UTILITIES	STAPLES CONTRACT & CO CONSUMER'S ENERGY	TRASH BAGS - 5 CASES PUBLIC UTILITIES	8069515752 STATEMENT	03/15/23 03/15/23	78.12 2,139.35	
			Total For Dept 751 PARKS DEPARTMENT			2,217.47	
Fund 202 Dept 482 202-482-727.000	MAJOR STREET FUND ADMINISTRATION OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	2.83	
			Total For Dept 482 ADMINISTRATION			2.83	
Fund 203 Dept 482 203-482-727.000	LOCAL STREET FUND ADMINISTRATION OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	2.83	
			Total For Dept 482 ADMINISTRATION			2.83	
Fund 247 Dept 000 247-000-818.700	TAX INCREMENT FINANCE AUTHORITY #1 CONTRACTUAL SERVICES-FAC	MODERN IMAGE CUTS MODERN IMAGE CUTS	MODERN IMAGE MODERN IMAGE	GRANT GRANT	03/15/23	5,000.00	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1							
Dept 000 648							
247-000-962.000	OTHER EXPENSES	PEKADILL'S	BLT MEETING - LUNCH	41329	03/15/23	203.75	
247-000-962.000	OTHER EXPENSES	PIZZA HUT	MEETING EXPENSE	STATEMENT	03/15/23	37.86	
			Total For Dept 000 648			5,241.61	
Dept 525 DOWNTOWN STREETScape							
247-525-757.000							
	OPERATING SUPPLIES	STAPLES CONTRACT & CO	TRASH BAGS - 5 CASES	8069515752	03/15/23	78.13	
			Total For Dept 525 DOWNTOWN STREETScape			78.13	
			Total For Fund 247 TAX INCREMENT FINANCE AUTHORITY			5,319.74	
Fund 249 BUILDING INSPECTION DEPARTMENT							
Dept 000 648							
249-000-818.000	CONTRACTUAL SERVICES	JJ'S ELECTRIC LLC	ELECTRICAL PERMITS - FEB-2023	FEB-2023	03/15/23	238.40	
249-000-818.000	CONTRACTUAL SERVICES	ROBERT E TUFTS JR	BUILDING PERMITS - FEB-2023	FEB-2023	03/15/23	614.00	
249-000-818.000	CONTRACTUAL SERVICES	SHORELINE INSPECTION	MECHANICAL & PLUMBING PERMITS - FE	FEB-2023	03/15/23	2,903.68	
			Total For Dept 000 648			3,756.08	
			Total For Fund 249 BUILDING INSPECTION DEPARTMENT			3,756.08	
Fund 580 PLAYHOUSE							
Dept 000 648							
580-000-123.000	PREPAID EXPENSES	CONCORD THEATRICALS C	SCRIPTS - BEAU JEST - SUMMER-2023/	10820953	03/15/23	79.65	
580-000-123.000	PREPAID EXPENSES	DRAMATIC PUBLISHING	ROYALTY DEPOSIT - LEAVING IOWA -	STATEMENT	03/15/23	114.00	
580-000-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	0.71	
580-000-757.000	OPERATING SUPPLIES	SHUTTERSTOCK	SUBSCRIPTION - MONTHLY FEE-FEB-202	CS-09484-B9D5	03/15/23	29.00	
580-000-757.410	WLYT OPERATING - OFF SEA	ALEXANDER AK EVERGRE	WLYT CLASSES - FEB-2023	FEB-2023	03/15/23	125.00	
580-000-757.410	WLYT OPERATING - OFF SEA	ANDREA HOLMES	WLYT CLASSES - FEB-2023	CONTRACT	03/15/23	125.00	
580-000-757.410	WLYT OPERATING - OFF SEA	ERIN KANZAR	WLYT CLASSES - FEB-2023	CONTRACT	03/15/23	100.00	
580-000-757.410	WLYT OPERATING - OFF SEA	HANNAH JURCICH	WLYT CLASSES - FEB-2023	FEB-2023	03/15/23	225.00	
580-000-757.410	WLYT OPERATING - OFF SEA	JACOB BERMAN	WLYT CLASSES - FEB-2023	CONTRACT	03/15/23	100.00	
580-000-757.410	WLYT OPERATING - OFF SEA	KATIE TRUSTY	WLYT CLASSES - FEB-2023	CONTRACT	03/15/23	125.00	
580-000-757.410	WLYT OPERATING - OFF SEA	STAGEPLAYS.COM	WLYT - SCRIPTS	STATEMENT	03/15/23	11.96	
580-000-818.500	CONTRACTUAL SERVICES-TK	GNARLY HEIFER LLC	GNARLY HEIFER ANNIVERSARY EVENT -	CONTRACT	03/15/23	3,325.54	
580-000-818.600	CONTRACTUAL SERVICE-SOUN	IRA A BRIGGS	SOUND ENGINEER - FIRST FRIDAY 3/3	CONTRACT	03/15/23	250.00	
580-000-818.600	CONTRACTUAL SERVICE-SOUN	MORGAN HANER	SOUND ENGINEER - THIRSTY THIRSD 3.1	CONTRACT	03/10/23	250.00	
580-000-818.600	CONTRACTUAL SERVICE-SOUN	SPOTIFY	SUBSCRIPTION - MONTHLY FEE-FEB-202	183729231012610	03/15/23	9.99	
580-000-931.000	BUILDING MAINTENANCE	ORKIN, LLC	PEST TREATMENT	24226759	03/15/23	98.99	
			Total For Dept 000 648			4,969.84	
			Total For Fund 580 PLAYHOUSE			4,969.84	
Fund 590 SEWER FUND							
Dept 550 SEWER ADMINISTRATION							
590-550-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	7.79	
			Total For Dept 550 SEWER ADMINISTRATION			7.79	
Dept 554 SEWER PUMPING							
590-554-920.000							
590-554-920.000	PUBLIC UTILITIES	CONSUMER'S ENERGY	PUBLIC UTILITIES	STATEMENT	03/15/23	28.81	
590-554-920.000	PUBLIC UTILITIES	FRONTIER	TELEPHONE	STATEMENT	03/15/23	40.29	
			Total For Dept 554 SEWER PUMPING			69.10	
			Total For Fund 590 SEWER FUND			76.89	

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund 591 WATER FUND							
Dept 540 WATER ADMINISTRATION							
591-540-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	7.79	
591-540-760.000	CONFERENCES & WORKSHOPS	GRAND TRAVERSE RESORT	MRWA/CONFERENCE - HOTEL	STATEMENT	03/15/23	469.20	
591-540-760.000	CONFERENCES & WORKSHOPS	MRWA	WATER CLASS - THRONE/VANDERPUTTE	2020-06341	03/15/23	680.00	
591-540-760.000	CONFERENCES & WORKSHOPS	MRWA	MRWA CONFERENCE - BOND & SILK	2020-06260	03/15/23	720.00	
			Total For Dept 540 WATER ADMINISTRATION			1,876.99	
Dept 546 WATER SOURCE PLANT							
591-546-775.000	REPAIRS & MAINT SUPPLIES	GILL-ROY'S HARDWARE	TROUBLESHOOT & REPAIR WELL #6	STATEMENT	03/15/23	11.69	
591-546-818.100	CONTRACTUAL SERVICES-	WINDEMULLER		226465	03/15/23	1,720.70	
			Total For Dept 546 WATER SOURCE PLANT			1,732.39	
Dept 548 WATER T & D							
591-548-775.000	REPAIRS & MAINT SUPPLIES	AMAZON.COM	SECURITY CAM, LIGHTING, FUEL CARD	STATEMENT	03/15/23	19.98	
591-548-775.000	REPAIRS & MAINT SUPPLIES	HOME SERVICES OF WHIT	UPS CHARGES	30915-31015	03/15/23	29.29	
591-548-818.100	CONTRACTUAL SERVICES-LAT	RAYMER COMPANY	WELL #6 - MOTOR REPAIRS/PARTS/SERV	24029	03/15/23	4,100.00	
			Total For Dept 548 WATER T & D			4,149.27	
Fund 594 MARINA FUND							
Dept 000 648							
594-000-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	0.71	
594-000-775.000	REPAIRS & MAINT SUPPLIES	GILL-ROY'S HARDWARE		STATEMENT	03/15/23	17.43	
594-000-775.000	REPAIRS & MAINT SUPPLIES	SCHEID PLUMBING HEATI	MARINA - WATER LINE REPIPE	I-22558-1	03/15/23	1,380.00	
			Total For Dept 000 648			1,398.14	
			Total For Fund 594 MARINA FUND			1,398.14	
Fund 661 MOTOR POOL FUND							
Dept 000 648							
661-000-310.000	CONTRACTS PAYABLE	HUNTINGTON PUBLIC CAP	SEWER TRUCK - PAYMENT #5 OF 5	575170	03/15/23	80,431.18	
661-000-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & CO	BINDERS/DIVIDERS/MAGNETIC POCKET	8069448071	03/15/23	0.70	
661-000-751.000	GASOLINE & MOTOR OIL	AMAZON.COM	SECURITY CAM, LIGHTING, FUEL CARD	STATEMENT	03/15/23	24.62	
661-000-751.000	GASOLINE & MOTOR OIL	AMAZON.COM	LABELS FOR FUEL CARDS	114-2863003-772	03/15/23	6.70	
661-000-751.000	GASOLINE & MOTOR OIL	PETRO TANK & LINE TES	FUEL TANK TESTING - DPW	224509	03/15/23	1,223.71	
661-000-757.000	OPERATING SUPPLIES	GILL-ROY'S HARDWARE		STATEMENT	03/15/23	18.52	
661-000-757.000	OPERATING SUPPLIES	SAM'S CLUB/GECF	COFFEE - CH/DPW	10043231616	03/15/23	11.72	
661-000-757.000	OPERATING SUPPLIES	WHITE LAKE AUTOMOTIVE		STATEMENT	03/15/23	74.94	
661-000-781.000	REPAIR PARTS AND SUPPLIE	FASTENAL	PLOW BOLTS - QTY 150- 5/8' ZINC	MIMUS300072	03/15/23	85.54	
661-000-818.000	CONTRACTUAL SERVICES	MODEL COVERALL SERVIC	UNIFORMS - FEN-2023	STATEMENT	03/10/23	26.84	
661-000-818.700	CONTRACTUAL SERVICES-CLE	OGBORN ENTERPRISES, I	CLEANING SERVICES - MARCH-2023	WDPW23-03 / WCH	03/15/23	285.00	
661-000-933.000	EQUIPMENT MAINTENANCE	JACK DOHENY COMPANY	POTENTIOMETER ASSEMBLY - SEWER TRU	188223	03/15/23	89.55	
661-000-933.000	EQUIPMENT MAINTENANCE	WHITE LAKE AUTOMOTIVE		STATEMENT	03/15/23	290.30	
661-000-962.000	OTHER EXPENSES	MIDEAL	MEMBERSHIP-PURCHASING	MIDEAL-310	03/15/23	90.00	
661-000-994.000	INTEREST	HUNTINGTON PUBLIC CAP	SEWER TRUCK - PAYMENT #5 OF 5	575170	03/15/23	2,763.59	
			Total For Dept 000 648			85,422.91	
			Total For Fund 661 MOTOR POOL FUND			85,422.91	

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL
 POST DATES 03/01/2023 - 03/10/2023
 BOTH JOURNALIZED AND UNJOURNALIZED
 OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF MARCH 14, 2023

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	Check
Fund Totals:							
	Fund 101 GENERAL OPERATING FUND					42,903.15	
	Fund 202 MAJOR STREET FUND					2.83	
	Fund 203 LOCAL STREET FUND					2.83	
	Fund 247 TAX INCREMENT FINANCE AUTHO					5,319.74	
	Fund 249 BUILDING INSPECTION DEPARTM					3,756.08	
	Fund 580 PLAYHOUSE					4,969.84	
	Fund 590 SEWER FUND					76.89	
	Fund 591 WATER FUND					7,758.65	
	Fund 594 MARINA FUND					1,398.14	
	Fund 661 MOTOR POOL FUND					85,422.91	
Total For All Funds:						151,611.06	

**CITY OF WHITEHALL
BROWNFIELD, LDFA, TIFA
March 2, 2023**

PRESENT

D. Copley, K. Cyr, J. Dillivan, M. Guinon, D. Hain, G. Langlois, J. McDowell, T. Moore, S. Salter

ABSENT

M. McDermott, D. Nordlund

ALSO PRESENT

Public Works Director Armstrong, Director/Secretary Huebler, City Engineers Manns and Sorek, Treasurer Seaver

Chair Copley called the meeting to order at 12:05 p.m.

APPROVAL OF AGENDA

Motion by Moore, second by Salter, CARRIED, to approve the agenda as presented. All voted yes.

NEW BUSINESS

2023 Capital Improvement Project

Sorek presented designs for the Downtown Pocket Park, First Street Parking Lot, and West Colby Promenade. Requests from Big Johns Pizza will be taken under consideration. The Board approved the designs subject to adding a seating wall around the dune grass, installing a public drinking fountain, and considering options to the Portland Loo.

PUBLIC COMMENT

Suggestions and questions were taken at this time.

ADJOURNMENT

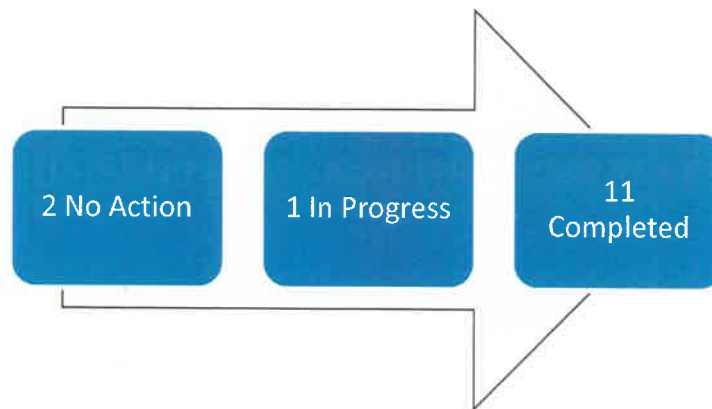
There being no further business, motion by Salter, second by Langlois, CARRIED, to adjourn the meeting at 1:00 p.m. All voted yes.

City of Whitehall
Comprehensive Master Plan
Implementation Update 2022



The Whitehall City Council adopted a Comprehensive Master Plan in 2015, which included a required Parks and Recreation Master Plan. Both Plans were developed by the Planning Commission. The primary purpose of the Plan is to serve as the basis for the zoning ordinances and as a guide for the City's long term growth and development. As part of the State's Redevelopment Ready Community program and as a good management practice, an annual review of the progress of the Plan is undertaken. This review looks at the progress of the short, medium term, long term, and ongoing goals of the Plan in a snapshot format.

IMPLEMENTATION WITHIN ONE YEAR



PLANNING AND ZONING

- Revise the C2 zoning district to be consistent with the City Core Future Land Use Category. **Completed** as part of the revised zoning ordinances.
- Revise the RC1 zoning district to be consistent with the Mears Avenue Mixed Use and East Colby Corridor categories. **Completed** as part of the revised zoning ordinances.
- Require parking lot landscaping. **Completed** as part of the revised zoning ordinances.
- Require sidewalks for new developments. **Completed** as part of Tannery Bay.

TRANSPORTATION IMPROVEMENTS

- Improve signage and wayfinding for bicyclists. **No Action**.
- Install more public bike racks. **Completed** as part of Downtown Phase III.
- Maintain and improve existing sidewalks. **Completed** in the downtown, at Ealy Elementary, and at the Playhouse. **In Progress** throughout the City as needed

ENVIRONMENTAL PROTECTION

- Construct additional green streets. **No Action**.
- Reduce or eliminate runoff pollution through storm water management. **Completed** as part of Downtown Phase III and Carleton Street improvements.
- Work with neighboring communities to reduce sedimentation in White Lake. **Completed** with sedimentation basin and Ellenwood Landing silt wall.

- Preserve and protect the White River floodplain. **Completed** with the purchase of Hekkema and Bishop Farms.

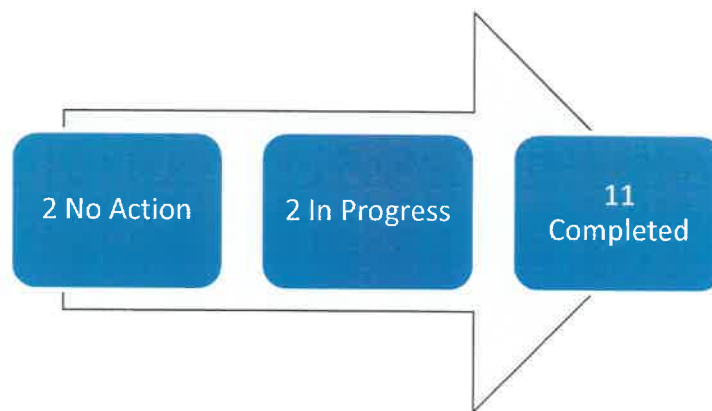
CIVIC IMPROVEMENTS

- Replace downtown streetlights. **Completed** as part of Downtown Phase III.
- Require a public waterfront boardwalk at Tannery Bay. **In Progress** with Phase II.

ECONOMIC DEVELOPMENT

- Install banners to advertising local events. **Completed** as part of Downtown Phase III.

IMPLEMENTATION IN ONE TO THREE YEARS



PLANNING AND ZONING

- Encourage green storm water and drainage practices for new developments. **Completed** with restoration of tannery wetlands.
- Install additional standards in the M2 district to protect residential neighborhoods. **Completed** as part of the revised zoning ordinances.
- Create a new Hamlet Residential zoning district. **Completed** as part of the revised zoning ordinances but not adopted.
- Create a new Preservation Residential zoning district. **Completed** as part of the revised zoning ordinances but not adopted.

TRANSPORTATION IMPROVEMENTS

- Install mast-arm traffic signals in the downtown. **Completed** but eliminated as cost prohibitive.
- Provide better pedestrian crossing signals. **Completed** as part of Downtown Phase III.
- Improve the Bush Creek pedestrian bridge with a replacement or repairs. **Completed**.
- Construct a non-motorized path in the unimproved Baldwin Street right-of-way from Gibbs Street to Shoreline Elementary School. **No Action**.
- Improve bicycle along Colby Street, Lake Street, and the bridge to Montague. **In Progress** - MDOT is reviewing a road "diet" on Colby to provide bicycle lanes.

ENVIRONMENTAL PROTECTION

- Encourage home sustainability practices, including a recycling center. **Completed** as part of the services offered by the White Lake Solid Waste Authority.

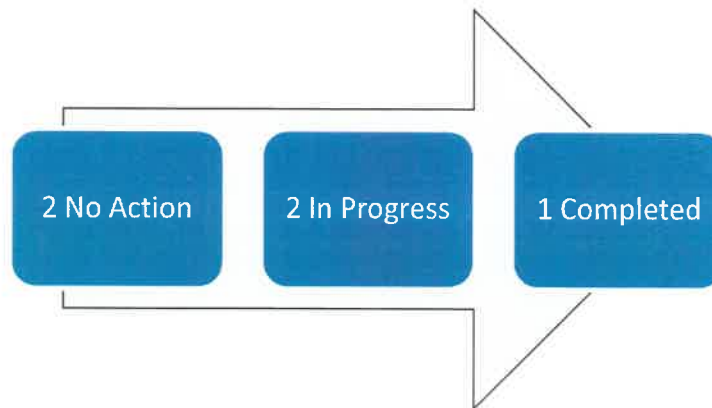
CIVIC IMPROVEMENTS

- Replace downtown brick paver crosswalks. **Completed** as part of Downtown Phase III.
- Provide uniform light pole designs. **Completed** as part of Downtown Phase III.
- Redesign landscaping in high-visibility areas. **Completed** as part of Downtown Phase III.
- Design and construct a pedestrian pathway/civic gathering space connecting downtown to the waterfront. **In Progress** – construction planned for 2023.

ECONOMIC DEVELOPMENT

- Develop and implement a wayfinding program. **No Action**.

IMPLEMENTATION IN THREE PLUS YEARS



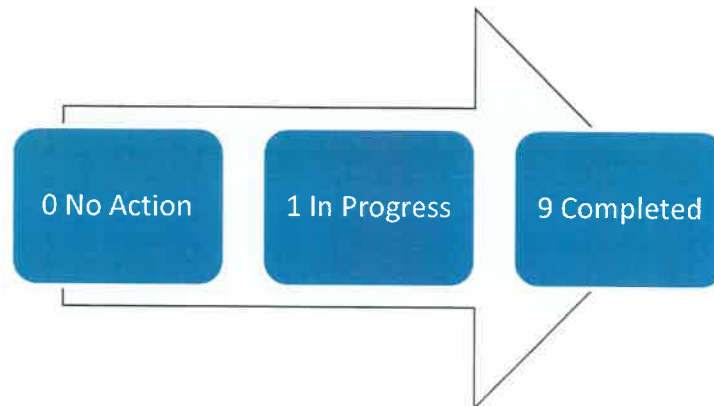
TRANSPORTATION IMPROVEMENTS

- Add on-street parking to key corridors. **Completed** as part of Downtown Phase III.
- Construct a non-motorized path in the unimproved River Street right-of-way connecting Norman Park to Funnell Field. **No Action**.
- Construct new sidewalks where needed. **In Progress**.

ECONOMIC DEVELOPMENT

- Acquire Big Johns and NAPA to redevelop as public access to the waterfront. **In Progress** as neither owner currently desires to sell.
- Create a redevelopment plan for Alcoa Howmet facility on Misco Drive. **No Action**.

ONGOING IMPLEMENTATION



PLANNING AND ZONING

- Provide stronger code enforcement for residential properties. **Completed** with adoption of rental ordinance and property maintenance code.

TRANSPORTATION IMPROVEMENTS

- Evaluate streets for maintenance and improvements; coordinate with sidewalk installation and other infrastructure projects. **Completed** with the 2011 Transportation Asset Management Plan

ENVIRONMENTAL PROTECTION

- Identify wetlands and woodlands to ensure development prioritizes the protection of these areas in design and function. **In Progress** as development occurs.
- Maintain the shoreline naturalization program. **Completed** through the Muskegon County Conservation District.

CIVIC IMPROVEMENTS

- Hold an annual spring cleanup. **Completed.**
- Establish a 20 year plan for potable water supply enhancement. **Completed** with the 2017 Water System Reliability Study.
- Place additional public art throughout the City. **Completed** as coordinated by the Arts Council of White Lake.

ECONOMIC DEVELOPMENT

- Utilize the Brownfield Redevelopment Authority to oversee the redevelopment of contaminated properties. **Completed** with Tannery Bay, no new sites to date.
- Encourage the redevelopment of the former tannery site in a manner that respects the environment and existing neighborhoods. **Completed.**
- Expand and improve the outcomes of the downtown façade improvement program. **Completed** by adding ADA compliance as an eligible reimbursement.



Muskegon County
Public Works Board Meeting
Darrell Paige, Chairman
Kim Cyr, Vice Chairman

February 2, 2023 at 4:00 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 Paige at 4:00 p.m.

2. Roll Call

PRESENT: Commissioner Jessica Cook
Commissioner Kim Cyr
Commissioner Michelle Hazekamp
Commissioner Marcia Hovey-Wright [arrived at 4:03 PM]
Water Resources Commissioner Brenda Moore
Commissioner Charles Nash
Commissioner Darrell Paige
Ex-Officio Jennifer Hodges

EXCUSED: Ex-Officio Scott Huebler

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
Angela Gasiewski, Finance Director
Michael Homier, Corporate Counsel

3. Approval of Agenda

It was moved to approve the agenda with the addition of item BPW23/02-20.

ACTION: Moved by Commissioner Charles Nash, supported by Commissioner Jessica Cook

VOICE VOTE: Passed 7:0

4. Approval of Minutes

A. Move to approve the Minutes of January 5, 2023

ACTION: Moved by Commissioner Charles Nash, supported by Commissioner Kim Cyr

VOICE VOTE: Passed 7:0

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

6. **Items for Consideration**

BPW23/02-10 **(Solid Waste/Wade VandenBosch)** Move to authorize the bidding for construction of a new haul road into Cell 4/5 with engineering provided by WSP/Golder under the provisions of the Engineering Services Agreement.

ACTION: Moved by Commissioner Charles Nash, supported by Commissioner Michelle Hazekamp

VOICE VOTE: Passed 7:0

BPW23/02-11 **(Solid Waste/Wade VandenBosch)** Move to accept grant funding in the amount of \$48,000 from the Michigan Department of Environment, Great Lakes, and Energy Scrap Tire Program, contingent on finding adequate volunteers to staff the events, and authorize the Board Chair to sign the grant agreement and the agreement with Environmental Rubber Recycling scrap tire hauler; and further authorize the Solid Waste fund to cover any fees in excess of the \$48,000 grant funding.

Wade VandenBosch stated they do not expect fees to exceed \$48,000.00. There was discussion regarding working on partnerships to get volunteers.

ACTION: Moved by Commissioner Marcia Hovey-Wright, supported by Commissioner Jessica Cook

YES: Jessica Cook, Kim Cyr, Michelle Hazekamp, Brenda Moore, Charles Nash, Darrell Paige, Marcia Hovey-Wright

NO: None

Passed 7:0

BPW23/02-12 **(Resource Recovery Center/David Johnson)** Move to authorize Prein&Newhof to prepare a DWSRF Project Plan Document, the cost of which is not to exceed \$15,000.00, with the goal of securing funding for RRC's Whitehall Municipal Water Main Extension Project.

ACTION: Moved by Commissioner Kim Cyr, supported by Commissioner Charles Nash

YES: Jessica Cook, Kim Cyr, Michelle Hazekamp, Brenda Moore, Charles Nash, Darrell Paige, Marcia Hovey-Wright

NO: None

Passed 7:0

BPW23/02-13 **(Resource Recovery Center/David Johnson)** Move to authorize Prein&Newhof to prepare a CWSRF Project Plan Document, the cost of which is not to exceed \$34,000, with the goal of securing funding for two RRC force main replacement projects.

ACTION: Moved by Commissioner Jessica Cook, supported by Commissioner Marcia Hovey-Wright

YES: Jessica Cook, Kim Cyr, Michelle Hazekamp, Brenda Moore, Charles Nash, Darrell Paige, Marcia Hovey-Wright

NO: None

Passed 7:0

BPW23/02-14 **(Resource Recovery Center/David Johnson)** Move to approve Change Order No. 2 of the South Irrigation Pump Station Replacement Project with Kamminga and Roodvoets, which increases the current contract cost by \$46,961.25, from \$4,350,839.85 to \$4,397,801.10, and amend to FY2023 Capital Budget accordingly.

Dave Johnson stated this was missed because the drawings were not clear (1971 drawing attached). Discussion was had to make sure plans get updated as things change.

ACTION: Moved by Commissioner Charles Nash, supported by Commissioner Jessica Cook

YES: Jessica Cook, Kim Cyr, Michelle Hazekamp, Brenda Moore, Charles Nash, Darrell Paige, Marcia Hovey-Wright

NO: None

Passed 7:0

BPW23/02-15 **(Solid Waste/Wade VandenBosch)** Move to approve an easement agreement with Consumers Energy for extending electrical power to the proposed leachate lift station for expansion Cell 6 and authorize the Chair to sign the easement agreement.

ACTION: Moved by Commissioner Charles Nash, supported by Commissioner Kim Cyr

VOICE VOTE: **Passed 7:0**

BPW23/02-16 **(Resource Recovery Center/David Johnson)** Move that the vendor and contractor relationships outlined in the attached list be approved to continue under existing arrangements through September 30, 2023.

ACTION: Moved by Commissioner Charles Nash, supported by Commissioner Marcia Hovey-Wright

VOICE VOTE: **Passed 7:0**

BPW23/02-17 **(Resource Recovery Center/David Johnson)** Move to authorize the Procurement Department to solicit RFPs for 1) Emergency pipeline repair; 2) Emergency pump station repair; 3) Emergency electrical repair; and 4)

Emergency pumping and hauling services; with the goal of entering into four 3-year Agreements with qualified vendors, 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 Charles Nash, supported by Commissioner Jessica Cook

VOICE VOTE: **Passed 7:0**

BPW23/02-18 **(Resource Recovery Center/David Johnson)** Move to award three-year contracts for repair services (with the option of two one-year extensions if agreeable to both parties and approved by the Board of Public Works) to Kennedy Industries and KSB Dubric.

ACTION: Moved by Commissioner Marcia Hovey-Wright, supported by Commissioner Michelle Hazekamp

VOICE VOTE: **Passed 7:0**

BPW23/02-19 **(Resource Recovery Center/David Johnson)** Move to authorize the Procurement Department to solicit proposals from vendors that provide repair services, with the goal of entering into 3-year service Agreements with qualified vendors, 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 Jessica Cook, supported by Commissioner Marcia Hovey-Wright

VOICE VOTE: **Passed 7:0**

BPW23/02-20 **(Public Works/Matt Farrar)** Move to authorize the First Addendum to Buy and Sell Agreement between the County and Kristen and Benjamin Kieft to release \$40,000.00 from escrow, and authorize the Chair to sign the addendum.

ACTION: Moved by Water Resources Commissioner Brenda Moore, supported by Commissioner Kim Cyr

YES: Jessica Cook, Kim Cyr, Michelle Hazekamp, Brenda Moore, Charles Nash, Darrell Paige, Marcia Hovey-Wright

NO: None

Passed 7:0

7. Informational Items

- A. Public Works Monthly Report, January 2023
- B. Resource Recovery Center Monthly Report, January 2023
- C. Muskegon Regional Water System Policy Board Minutes, January 11, 2023 (draft)

Matthew Farrar provided an update on the Public Health building. Matthew Farrar stated the potential buyers are in the inspection phase and there will be a motion brought to Ways & Means to finalize the purchase.

Matthew Farrar spoke to Change Order No. 2 of the South Irrigation Pump Station. Matthew Farrar stated the plans were from the 1970's and were not clear.

8. Unfinished Business

A. Discuss clean up days.

Wade VandenBosch informed the board that the Free Dump Days, normally held in the spring, would be moved to the fall when the new expansion cell opens.

9. New Business - None

10. Public Comment - None

11. Final Board Comments

Water Resources Commissioner Moore informed the board that she provided Chair Paige, Commissioner Hazekamp, and Commissioner Hovey-Wright with information about a public meeting regarding the Mona Lake Celery Flats grant. Water Resources Commissioner Moore stated the contractors had been hired. Water Resources Commissioner Moore stated her office has taken on this project but would keep the commissioners informed so they may attend the meetings if they choose.

12. Adjournment

There being no further business to come before the Board of Public Works, the meeting was adjourned at 4:47 p.m.

Darrell Paige, Chair

Preliminary Minutes
To be approved at the March 2, 2023 Board of Public Works meeting

Mission Statement

The White Lake Community Library, as a cultural destination, will lead the community to the world's information and ideas and be the link for enrichment, entertainment and life-long learning.

White Lake Community Library Library Board Meeting Minutes Wednesday, December 14, 2022 at 5:15 p.m.

Present: Lynnette Johnson, Ray Veeder, Brian Hosticka, Annlyn McKenzie and Bobbie Allred, and Charles Ayres

Absent: Norm Kittleson and Ruth Grenell

Guests: Virginia DeMumbrum and Pam Osborn

- 1. Call to Order and Pledge of Allegiance** - the meeting was called to order by Vice President Hosticka at 5:15 PM.
- 2. Approval of the Consent Agenda** - moved by Bobbie Allred and seconded by Charles Ayres. Motion approved
 - a. Agenda
 - b. Minutes of the November 16, 2022 board meeting and budget public hearing
 - c. Summary of the November 16, 2022 board retreat
 - d. Treasurer's Report, November 2022
 - e. Financial Statements, November 2022
 - f. Bills to be Paid in the amount of \$13,765.15
 - g. 2023 Scheduled Library Closings
 - h. Correspondence – a note from A. McKenzie
- 3. Reports**
 - a. Director's Report - attached
 - b. Policy/Personnel Committee – no report
 - c. Finance Committee – budget adjustments will be addressed in new business
 - d. Government Liaison Committee – MLA Advocacy Hour: Working with Your New State Legislature on Dec 15 virtual meeting available
 - e. Board Development Committee – no report. The board is fully developed
- 4. Unfinished Business** - none
- 5. New Business**
 - a. Whistleblower Protection Policy - moved by Lynnette Johnson and seconded by Charles Ayres. Motion approved
 - b. Resolution 2022-09, Final 2022 Budget Adjustments - moved by Ray Veeder and seconded by Annlyn McKenzie
Roll Call Vote: Ray Veeder - yes, Charles Ayres – yes, Bobbie Allred – yes, Lynnette Johnson – yes, Brian Hosticka – yes, Annlyn McKenzie – yes.
Absent: Norm Kittleson and Ruth Grenell. Motion approved.
 - c. 2023 Board Meeting Calendar - moved by Charles Ayres and seconded by Ray Veeder. Motion approved.

d. Resolution 2022-10, Certificates of Deposit moved by Ray Veeder and seconded by Lynnette Johnson.

1. Roll Call Vote: Ray Veeder - yes, Charles Ayres – yes, Bobbie Allred – yes, Lynnette Johnson – yes, Brian Hosticka – yes, Annlyn McKenzie – yes. Absent: Norm Kittleson and Ruth Grenell. Motion approved.

6. **Public Comment** -there was no public comment

7. **Adjournment** Vice President Hosticka adjourned the meeting at 5:42 PM

Next Meeting – January 25 at 5:15 PM

Mission Statement

The White Lake Community Library, as a cultural destination, will lead the community to the world's information and ideas and be the link for enrichment, entertainment and life-long learning.

White Lake Community Library Library Board Meeting Minutes Wednesday, January 25, 2023 at 5:15 p.m.

Present: Lynnette Johnson, Ray Veeder, Brian Hosticka, Bobbie Allred, Charles Ayres, Norm Kittleson, and Ruth Grenell

Absent: Annlyn McKenzie

Staff Present: Virginia DeMumbrum and Pam Osborn

1. **Call to Order and Pledge of Allegiance** - the meeting was called to order by President Kittleson 5:16 PM.
2. **Installation of Returning Board Member Ray Veeder** – The oath of office was administered by President Kittleson.
3. **Approval of the Consent Agenda** - moved by Ray Veeder and seconded by Brian Hosticka. Motion approved
 - a. Agenda
 - b. Minutes of the December 14, 2022 board meeting
 - c. Treasurer's Report, December 2022
 - d. Financial Statements, December 2022
 - e. Bills to be Paid in the amount of \$33,807.01
 - f. Correspondence – holiday notes from staff, auditor engagement letter
4. **Reports**
 - a. Director's Report - attached
 - b. Policy/Personnel Committee – no report
 - c. Finance Committee – no report
 - d. Government Liaison Committee – no report
 - e. Board Development Committee – no report
5. **Unfinished Business - none**
6. **New Business**
 - a. Director's review – President Kittleson will send the evaluation form to board members.
 - b. Proposed change to the February meeting date – motion by Ruth Grenell and seconded by Bobbie Allred to move the meeting date from the February 22nd to February 15th. Motion passed.
7. **Public Comment** -Jeff Marcinkowski addressed the board.
8. **Adjournment** President Kittleson adjourned the meeting at 5:47 PM

Next Meeting – Wednesday, February 15 at 5:15 PM

**Whitehall City Council Agenda Report – Depot Lease
March 14, 2023**

The City has a lease agreement with the Michigan Department of Natural Resources for the former railroad right of way and depot building. The City sub-leases to the White Lake Area Chamber of Commerce for tourism activities. The sub-lease has expired.

Staff is recommending that a renewed ten year sub-lease on the same terms and conditions be approved by the City and Chamber.

RECOMMENDATION

Authorize the City Manager to execute the attached sub-lease.

PROPERTY LEASE

City of Whitehall, of Muskegon County, Michigan, the lessor, and White Lake Area Chamber of Commerce, a Non-Profit Organization, of Whitehall, Michigan, the lessee, enter into this lease subject to the following conditions:

1. **Premises.** The lessor leases to the lessee the property located at 124 W. Hanson St., Whitehall, Michigan 49461 and consists of a former railroad station building, containing approximately 1,180 square feet and located on a parcel of land 50' x 173' as indicated on the former CSX Railroad Valuation Map and situated within the City of Whitehall, County Muskegon, and State of Michigan, being a part of the Southwest Quarter of Section 34, Town 12 North, Range 17 West. The building is approximately 10' x 61' and contains a meeting room, public restroom, two office spaces, a utility room, and a public information/tourism literature display area. An ADA accessibility ramp is located along the eastern side of the building for public access.

Its current address: White Lake Area Chamber of Commerce, 124 W. Hanson St., Whitehall, Michigan 49461.

2. **Term.** The term of this lease shall be ten (10) years, commencing on April 1, 2023.
3. **Rent.**
 - a. **Base Rent.** The lessee shall pay the lessor \$1.00 per year as base rent for the premises, paid in full (\$10.00) on the commencement date.
 - b. **Additional Rent.** The lessee shall be responsible for the payment of all the taxes and insurance on the premises as required by this lease and all the utility services for the premises, including water, sewer, gas electricity, heat and other services delivered to the Premises. The lessee shall pay for all other services contracted for by the lessee as soon as an invoice is presented so that no past due accounts arise. In addition, any fees, costs or expenses incurred by the lessor for enforcing the lessee's obligations under this lease, including reasonable attorney fees, shall be additional rent owing under the lease and shall be immediately due and payable by the lessee.

4. **Signs.** All signs placed on the premises shall be in keeping with the character and decor of the premises.
5. **Acceptance of occupancy.** The lessee shall commence occupancy of the premises on the commencement date and begin paying rent as required by this lease. The lessee acknowledges that the premises are in a state or repair that is acceptable for the lessee's intended use of the premises. The lessee accepts the premises as they are.
6. **Vacation of premises.** The lessee shall not vacate or abandon the premises during the term. of this lease. If the lessee does abandon or vacate the premises or is dispossessed by process of law or otherwise, any of the lessee's personal property that is left on the premises shall be deemed abandoned by the lessee, at the option of the lessor.
7. **Use.** The premises are to be used-- and occupied by the lessee in accordance with the provisions--of 1994 PA 451, as amended and confined to the following uses:
 - a. To maintain and operate the Old Depot Building as office space for non-profit, recreation/tourism based, organizations and maintain the surrounding grounds for use by the public. Future renovations may be required to preserve this historic structure and to meet changing public needs.
 - b. To facilitate the development, improvement and maintenance of these facilities, which may include, but is not limited to, creation of office space for the distribution of tourism-oriented information and materials, public meetings, picnic facilities, parking for the White Lake Pathway and Montague-Berry Junction Trail and public ADA restroom facilities to service recreation trail users.

No activity shall be conducted on the premises that does not comply with all state and local laws. Further, prohibited activities include:

1. Authorizing public use of premises in violation of any State law, order or regulation.
2. Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written approval of the DNR Representative.
3. Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of the DNR Representative. All supplies and equipment must be stored safely and inside.
4. Any clearing activity outside the Premises.
5. Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap

metal and other waste onto the Premises.

6. Disposal of trees, tree tops, branches, roots, stumps and other vegetative debris onto the Premises.
7. Authorization of "Naming Rights" for any portion of the Premises without prior Department approval.

Lessor may terminate this Lease, as provided, if prohibited activities occur on the Premises at any time during the term of this Lease.

8. **Waste.** Lessee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the premises for any unlawful purpose.
9. **Repairs and maintenance.** The lessee shall be responsible for all maintenance and repair of the Premises. The lessee must repair and maintain the Premises at the lessee's expense. The premises shall be kept in good and safe condition, including any plate glass windows, the electrical wiring, the plumbing, any other system or equipment on the premises, structural members of all buildings and other improvements on the premises.
10. **Surrender of the premises.** The lessee shall surrender the Premises to the lessor when this lease expires, broom clean and in the same condition as on the commencement date, except for normal wear and tear.
11. **Entry and inspection.** The lessee shall permit the lessor or the lessor's agents to enter the Premises at reasonable times and with reasonable notice, to inspect and repair the Premises. During the 90 days before the lease expires, the lessee shall permit the lessor to place standard "For Lease" signs on the premises and permit persons desiring to lease the Premises to inspect the Premises.
12. **Taxes and payment in lieu of taxes.** . Lessee agrees to pay through the duration of this lease, and before any fine, penalty or costs shall be added for non-payment, all real estate taxes, impositions, assessments and payments in-lieu-of-taxes for the use of the Premises, ordinary or extraordinary, foreseeable or unforeseeable, which are properly levied or assessed against the Premises and which become payable during the Lease, if any, including:
 - a. All Ad Valorem property taxes imposed under the General Property. Tax Act (GPA) 1893 PA 206, MCL 211.1, et set, or any subsequent act of the legislature,

upon the real or tangible personal property leased under provisions of this Lease,

- b. All taxes imposed under provisions of 1953 PA 189, MCL 211.181, or any subsequent act of the Legislature upon the Lessee as the Lessee or user of tax-exempt property,
 - c. All taxes imposed under the provisions of 1994 PA 451, MCL 324.2150, or any subsequent act of the Legislature upon the Lessor of lands under the control and supervision of the Department of Natural Resources,
 - d. All payments in-lieu-of-taxes imposed under provisions of 1994 PA 451, MCL 324,2154, or any subsequent act of the Legislature upon the Lessor of lands under the control and supervision of the Department of Natural Resources.
13. **Alterations.** No alterations, modifications or improvements shall be made to the Premises without the prior written consent of the DNR Representative and State Historic Preservation Office (SHPO) which lessee shall request at least thirty (30) days in advance of such alteration, modification or improvement. At the expiration or cancellation of the lease, all alterations, modifications and improvements to the Premises shall become the property of lessor unless otherwise agreed in writing by lessor. In the event that the parties agree that lessee may remove lessee improvements, lessee shall restore the Premises to its original condition.

Lessee acknowledges that structures on the premises are considered "Historic Structures," and as such, have specific requirements regarding repair materials and techniques. Alterations to structures that may significantly impact the "Historic Value" of said structure may not be permitted.

Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the lessee and the DNR. If the DNR Representative determines that the lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) working days, following verbal and written notification by the lessor, the problem is not rectified to the satisfaction of lessor, lessor may perform or have the duties of the lessee performed by others at lessee's sole expense.

Lessee is responsible to immediately investigate and report to the lessor all instances of suspected trespass.

14. **Assignment and subletting.** The lessee may not assign, sublet or otherwise transfer or convey its interest or any portion of its interest in the premises without-written consent from the lessor. The lessor shall have total discretion on its approval of proposed assignments of subleases.

15. **Laws, Codes and Permits.** Lessee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws and codes and will obtain any necessary permits in connection with its use of the Premises.

Furthermore, lessee shall comply with all acquisition and development grant obligations existing at the time of this Lease.

16. **Inspection of Premises.** Lessor and lessor's agents and employees shall have the right at all reasonable times during the term of this lease, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions or alterations as may be deemed appropriate by lessor for the preservation of the Premises.

17. **Indemnification.** Lessee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damages, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this lease; (2) the activities authorized by this lease; and (3) the use or occupancy of the Premises which are the subject of this lease by the lessee, its employees, contractors, or its authorized representatives.

18. **Liability.** Lessee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Lessee, its officers, employees and agents, for all losses injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease.

Lessee shall report to the Lessor any incident that may result in personal injury or property damage. Lessee shall make complete reports in writing to the DNR Representative, within 24 hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed \$100.00 are to be reported to the DNR Representative immediately, by telephone or in person. A written report is to follow as described above.

18. **Insurance.** Lessee shall provide certificates of insurance listing the State of Michigan its departments, boards, agencies, commissions, officers, and employees as additional insureds, to Lessor within thirty (30) calendar days following the execution and delivery of this Lease to Lessee, and every year thereafter for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled or allowed to expire without thirty (30) days' prior written notice given to Lessor.

- a. Lessee shall obtain General Liability Insurance, naming Lessor, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Lessee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Lease. Lessee agrees to maintain a minimum policy limit, in the amount of:

\$500,000 per occurrence for property damage

\$1,000,000 per occurrence for bodily injury

\$2,000,000 aggregate

- b. Lessee covenants that it will, during the continuance of the term of this lease, keep the buildings and improvements now or hereafter located on the Premises insured by an insurance company or companies that have a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.
- c. Lessee shall, at its own expense, ensure the building, structure and premises against all Loss whether natural or otherwise in sufficient amounts to replace the structure if same is totally destroyed. Lessee shall name the State of Michigan and City of Whitehall as additional insureds.
- d. Lessee shall obtain Workers' Compensation Insurance for lessee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
- e. Lessor reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years, or as determined necessary by lessor.

- 20. **Non-Discrimination.** Lessee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 et seq.; MSA 3.548 (101) e/seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) 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 Lease, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/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. Lessee agrees to include in every subcontract entered into for the performance of this Lease, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease. This covenant is cross-referenced in Section 24.

21. **Unfair Labor Practices.** Lessee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.; MSA 17.458(21) et seq. This covenant is cross-referenced in Section 23.
22. **Disputes.** Except as otherwise provided for in this agreement, any dispute among any multiple Lessees that have executed Leases with the DNR to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this agreement, which is not disposed of by this agreement, shall be decided by PRD Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.
 - a. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.
 - b. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.
23. **The Lessee's Liability.** All the lessee's personal property, including trade fixtures, on the premises shall be kept at the lessee's sole risk, and the lessor shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises.
24. **Destruction of the Premises.** If the premises are damaged or destroyed, at its own expense, promptly repair and restore the premises and rent shall not abate in whole or in part during the period of restoration.
25. **Mutual releases.** The lessor and the lessee, and all parties claiming under them, release each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased premises or covered by insurance in connection with

property or activities on the premises, regardless of the cause of the damage or loss. The lessor and the lessee shall each include appropriate clauses waiving subrogation against the other party, consistent with the mutual release in this provision, in their insurance policies on the premises.

26. **Condemnation.** If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the lessor or the lessee may terminate this lease, effective the date the public authority takes possession. All damages for the condemnation of the premises, or damages awarded because of the taking, shall be payable to and the sole property of the lessor.
27. **Indemnity.** The lessee agrees to indemnify and defend the lessor for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property-damages, from any cause, with respect to the lessee or the premises, except for liability resulting from the intentional acts or gross negligence of the Lessor or its employees, agents, invitees, or business visitors.
28. **Default and reentry.** If the lessee fails to pay rent when due; if the lessee fails to perform any other obligations under this agreement within 10 days after receiving written notice of the default from the lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the lessee or its property; or if any proceedings are instituted by or against the lessee for bankruptcy (including reorganization) or under any insolvency Laws the Lessor may terminate this Lease, reenter the premises, and seek to relet the premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the lessor, the Lessee shall continue to be Liable to the lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this Lease. Notwithstanding any reletting without termination the lessor may at any time elect to terminate this lease for any default by the lessee by giving the lessee written notice of the termination.

In addition to the lessor's other rights and remedies as stated in this Lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the lessee defaults in the performance of any of its obligations under this lease, the lessor may make repairs or cure defaults and shall not be responsible to the lessee for any loss or damage that is caused by that action. The lessee shall immediately pay to the lessor, on demand, the lessor's costs for curing any defaults, as additional rent under this lease.

29. **Subordination.** This lease and the lessee's rights under it shall at all times be subordinate to the lease between the lessor and the State of Michigan.

30. **Notices.** Any notices required under this lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated in this lease or to such other addresses as the parties' substitute by written notice. Notices shall be effective on the date of the first attempted delivery.
31. **The lessee's possession and enjoyment.** As long as the lessee pays the rent as specified in this lease and performs all its obligations under this lease, the lessee may peacefully and quietly hold and enjoy the premises for the term of this lease.
32. **Holding over.** If the lessee does not vacate the premises at the end of the term of this lease, the holding over shall constitute a month-to-month tenancy at a monthly rental rate to be set by the lessor at its sole discretion.
33. **Entire agreement.** This agreement, together with the security and option agreement entered into between the lessor and the lessee, contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.
34. **Waiver.** The failure of the lessor to enforce any condition of this lease shall not be a waiver of its right to enforce every condition of this lease. No provision of this lease shall be deemed to have been waived unless the waiver is in writing.
35. **Binding effect.** This agreement shall bind and benefit the parties and their successors and permitted assigns.
36. **Time is the essence.** Time is the essence in the performance of this lease.
37. **Cancellation.**
- A. Lessor may cancel this lease provided lessee is notified in writing at _ least thirty (30) days prior to the effective date of cancellation and any one of the following occur:
- 1) The Premises are no longer being used for the purposes identified in this lease.
 - 2) Lessee provided the DNR with information, in its application for this lease or at any time during the Lease term, that was false or fraudulent.
 - 3) Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within ninety (90) calendar days after written notice.

of default to lessee.

- 4) Lessee or any subcontractor, manufacturer or supplier of lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended MCL 423.321 et seq.; MSA 17.458(21) et seq. (Employers Engaging in Unfair Labor Practices Act). This covenant is cross-referenced in Section 22.
- B. Lessor may cancel this Lease provided lessee is notified, in writing, at least ninety (90) days prior to the effective date of cancellation, if the DNR deems cancellation is in the best interest of the State of Michigan.

LESSOR:

LESSEE:

City of Whitehall

White Lake Area Chamber of Commerce

CITY OF WHITEHALL
RESOLUTION 23-09
Fund Balance Policy

- WHEREAS, The Governmental Accounting Standards Board Statement #54 issued in 2010 changed the classification of fund balances and modified definitions.
- WHEREAS, The City Council adopted a Fund Balance Policy to comply with Statement #54 by setting a minimum fund balance in the General Fund of 35%, adopting the modified definitions, and established a maximum fund balance.
- WHEREAS, The City Council adopted the current Fiscal Year 2022/23 budget with a 30% minimum fund balance.
- WHEREAS, Staff is recommending that the Fund Balance Policy be amended to reflect a minimum fund balance range and eliminates the maximum fund balance.

NOW, THEREFORE, BE IT RESOLVED

That the Whitehall City Council hereby adopts the amended Fund Balance Policy as 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, March 14, 2023 at 6:00 p.m.
(__ Yes, __ No, __ Absent)

Steve Salter, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL FUND BALANCE POLICY

Purpose

To establish an appropriate level of fund balance in the General Fund, define the components of fund balance, and direct officials in the methods to be used for increasing or decreasing fund balance when trends indicate fund balance will fall outside the minimum levels.

Policy

Fund balance is created from excess revenues over expenditures. It is a fund's net assets, mostly made up of cash and investments and, unless otherwise restricted, available for spending. There are five components of fund balance.

1. **Nonspendable Fund Balance.** This portion of fund balance is *nonspendable* because of its form such as inventory and non-financial assets or because of legal or contractual requirements.
2. **Restricted Fund Balance.** This portion of fund balance is *restricted* due to external limitations placed on the use of the funds. The restriction typically comes from outside the local government as a condition of the revenue source.
3. **Committed Fund Balance.** Fund balance is *committed* if a limitation is set in place by formal action of the City Council prior to the end of the fiscal year. The limitation remains binding until the City Council takes formal action to remove it.
4. **Assigned Fund Balance.** Fund balance may be *assigned* to reflect the intended use of the resource. The assignment of funds may come from the City Council or from a designee of the City Council, for example the City Manager. Less formality is needed to impose, remove, or modify a constraint reflected in *Assigned Fund Balance*. No funds other than the General Fund may have Unassigned Fund Balance. Any amounts remaining in excess of Nonspendable, Restricted, or Committed funds in funds other than the General Fund will automatically be reported as *Assigned Fund Balance*. If any portion of existing fund balance will be used to eliminate a projected deficit in the subsequent year's budget, this amount will also be categorized as *Assigned Fund Balance*.
5. **Unassigned Fund Balance.** The General Fund, and no other governmental fund, may have resources that cannot be classified in one of the four categories described above. Only the General Fund can report a surplus, an *Unassigned Fund Balance*.

Because Nonspendable and Restricted fund balance are not available for spending due to external enforceable conditions this fund balance policy is focused on the appropriate level of General Fund Unrestricted fund balances, those classified as Committed, Assigned, and Unassigned.

Financial flexibility, provided by adequate fund balance, is needed to cushion the impact of unanticipated emergencies and revenue shortfalls. These include loss of major taxpayers, loss of state revenue sharing, infrastructure emergencies and other economic distresses that serve to impair the City's ability to deliver essential community services. Without this cushion taxpayers

would be subject to millage increases, cuts in services, or deferred investment in the maintenance of infrastructure.

Minimum Unrestricted Fund Balance

The City will target a Minimum Unrestricted fund balance range of 30% to 35% of the General Fund Expenditures. The minimum will be determined annually and reported as part of the fiscal year budget.

Remedy for Maintaining Minimum Fund Balance Range

The following measures, in priority order, shall be used to build up the fund balance when it approaches the minimum threshold

1. Cut or delay pay-as-you-go capital improvements from the Capital Improvement Plan.
2. Cut general operating expenses.
3. Increase rates and charges for specific services to make them self-sufficient where possible.
4. Increase the millage.

Adopted - April 2010
Amended - March 2023

CITY OF WHITEHALL
RESOLUTION 23-10
Auditing Services

- WHEREAS, the City of Whitehall is required by State law to complete an annual audit.
- WHEREAS, the current five year, \$55,650 agreement with Vredeveld Haefner has expired.
- WHEREAS, City Ordinance §22.11 allows for the continuation of professional services providing the Purchasing Agent is satisfied with the services provided.
- WHEREAS, Vredeveld Haefner has submitted a five year renewal for \$66,250.
- WHEREAS, City Manager Huebler, acting as the Purchasing Agent, and Finance Officer/Treasurer Seaver have been very satisfied with the services and the costs incurred for those services provided by Vredeveld Haefner and find the costs to be incurred satisfactory as well.

NOW, THEREFORE, LET IT BE RESOLVED

That the Whitehall City Council hereby authorizes the City Manager to execute a five year agreement with Vredeveld Haefner for the quoted prices of \$12,650, \$12,950, \$13,250, \$13,550, and \$13,850 per year beginning in 2023.

Moved by _____, seconded by _____, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held March 14, 2023 at 6:00 p.m. (___ yes, ___ no, ___ absent).

Steve Salter, Mayor

Brenda Bourdon, City Clerk



Vredeveld Haefner LLC

CPAs and Consultants
10302 20th Avenue
Grand Rapids, MI 49534
Fax (616) 828-0307

Douglas J. Vredeveld, CPA
(616) 446-7474
Peter S. Haefner, CPA
(616) 460-9388

February 24, 2023

City of Whitehall
Alyssa Seaver, Treasurer
405 E Colby Rd
Whitehall, MI 49461

We appreciate working with you and thank you for the opportunity to provide this proposal to continue our services!

We understand the scope of the work to be a financial audit of your financial statements in accordance with generally accepted auditing standards.

We propose the following fees for the years ended June 30:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Audit of Financial Statements	\$12,650	\$12,950	\$13,250	\$13,550	\$13,850
Single audit (only if required)	3,750	3,950	4,150	4,350	4,550

The fees are a bit higher than the past years based on the significant inflation of the last year. In addition, we based the fee on our average hours over the last four years which have been slightly higher than anticipated in our first proposal from 2018. Fees are based on standard hourly rates plus out-of-pocket costs (such as travel, report reproduction, postage etc.) and our estimate of the time required for completion of the audit. Our fees are based on the presumption that the City's accounting records are reasonably adjusted and auditable. Any additional services requested to assist the City will be discussed in advance with appropriate City personnel and once agreed to, will be billed at our standard hourly rates.

We look forward to continuing to serve as the as the independent Certified Public Accountants for the City of Whitehall. This proposal is a firm and irrevocable offer for audits for the years ending June 30, 2023 through 2027. We would be happy to answer any questions on any aspect of our firm, our capabilities or this proposal. Feel free to call Doug or Peter with any questions you may have.

Thank you for considering Vredeveld Haefner LLC.

Sincerely,
Vredeveld Haefner LLC

Douglas J. Vredeveld, CPA, CGFM
Partner

