



CITY COUNCIL MEETING  
405 E. COLBY STREET, WHITEHALL, MI  
CITY COUNCIL CHAMBERS  
MARCH 28, 2023  
6:00 p.m.

AGENDA

1. Meeting called to Order
  - Pledge of Allegiance
2. Approval of Agenda
3. Public Hearing for Boating Infrastructure and Passport Grants
4. Consent Agenda
  - Approval of the March 14 Work Session & Council Meeting Minutes
  - Approval of Accounts Payable
  - Communications: Dirt Daubers, Edith Munger Info – Jerry Rowe, Planning Commission Minutes, West Plan Policy Committee Minutes,
5. Messages from the Mayor, Council, and City Manager
6. Public Comment \*
7. Old Business
  - State Revolving Loan Fund
8. New Business
  - Tag Day Request – American Legion
  - Resolution 23-10 Leaf Removal Services
  - Resolution 23-11 Assessing Services
  - Resolution 23-12 2023 Parks & Recreation Grant Applications
9. Public Comment \*
10. Adjournment

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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.

CITY OF WHITEHALL  
CITY COUNCIL WORK SESSION MINUTES  
Council Chambers  
March 14, 2023

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

**ABSENT:** None

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

Meier Mayor Salter called the meeting to order at 5:00 p.m.

**DISCUSSION ITEMS**

**WaterDog Park** – City Manager Huebler provided background of WaterDog Outfitters interest in acquiring the maintenance responsibilities of Lion's Park and existing structures in return for naming rights of the park. Most were in favor of offering naming rights in exchange for maintenance responsibilities. A couple of council members (Connell & Sikkenga) were not in favor of changing history by renaming the park; however, naming the launch would be fine. Consensus was to find some variation of naming rights whether it be for the whole park or the kayak launch.

**INFORMATIONAL ITEMS**

None

**PUBLIC COMMENT**

Jerry Rowe encouraged council to recognize Edith Munger's contributions as a local historical figure, American bird conservationist and as the first woman to serve as president of the Michigan Audubon Society in 1911 by naming the park after her.

**MEETING ADJOURNED AT 5:38 P.M.**

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Steven Salter, Mayor

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Brenda Bourdon, City Clerk

CITY OF WHITEHALL  
CITY COUNCIL MEETING MINUTES  
Council Chambers  
March 14, 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, Roger Squiers, and Will Meier

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

**APPROVAL OF THE AGENDA**

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

**APPROVAL OF THE CONSENT AGENDA**

- A. Approval of the February 28 Council Meeting Minutes
- B. Accounts Payable - \$219,788.55
- C. Communications: BLT Minutes, Comprehensive Master Plan Implementation Update, Public Works Meeting Minutes, White Lake Community Library Minutes

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. Council Member Connell reported that there will not be a Free Dump Day this year due to the lack of space at the Transfer Station.

**PUBLIC COMMENT**

Kim Cyr commented on the Safe Seniors Program. Rich Houtteman reported on updates from Consumers.

**OLD BUSINESS**

None

**NEW BUSINESS**

- A. Depot Lease

Motion by Holmstrom, seconded by Mullally, CARRIED, to authorize the City Manager to execute the renewal of the Depot sub-lease to the White Lake Area Chamber of Commerce.

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

**B. Resolution 23-09 Fund Balance Policy**

Motion by Mullally, seconded by Connell, CARRIED, to adopt the fund balance policy as presented.

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

**C. Resolution 23-10 Auditing Services**

Motion by Sikkenga, seconded by Mullally, CARRIED, to authorize 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.

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

**PUBLIC COMMENT**

Three students from Montague's Government class introduced themselves.

**ADJOURNMENT**

Mayor Salter adjourned the Council Meeting at 6:20 pm.

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Steven Salter, Mayor

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Brenda Bourdon, City Clerk

CITY OF WHITEHALL  
 ACCOUNTS PAYABLE  
 March 28, 2023

**March 2023 Prepays**

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
Charter/Spectrum	Internet/Phone - DPW/PH/Marina	\$524.95	EFT
Wex Bank	Fuel Cards - Shipping	\$21.50	EFT
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-CD Hammond #99	Payroll - Union Dues	\$78.60	9111
Teamsters Local 214	Payroll - Union Dues	\$333.00	9112
City of Whitehall-Common Cash	Payroll	\$43,265.64	Transfer
IRS	Payroll	\$15,279.22	EFT
Alerus Financial	Payroll	\$6,401.63	EFT
MISDU	Payroll	\$90.34	9115

**Total Prepays:**

\$133,214.32

**Accounts Payable:**

\$149,857.93

***TOTAL ACCOUNTS PAYABLE***

**\$283,072.25**

Vendor Code	Vendor Name	Description	Amount
AFLAC	AFLAC		
	079418	PREMIUM - MARCH-2023	399.12
TOTAL FOR: AFLAC			<u>399.12</u>
SEAV	ALYSSA SEAVER		
	FLEX	FLEX - MAR-2023	431.02
TOTAL FOR: ALYSSA SEAVER			<u>431.02</u>
TWISS	ASHLEY TWISS		
	OPTICAL	OPTICAL REIMBURSEMENT - ASHLEY	29.68
TOTAL FOR: ASHLEY TWISS			<u>29.68</u>
ASPHA	ASPHALT PAVING INC		
	API-0001577	COLD PATCH - QTY 8.11 TONS	1,054.30
TOTAL FOR: ASPHALT PAVING INC			<u>1,054.30</u>
BEAM	BETH BEAMAN		
	FLEX	FLEX - FEB-2023	186.14
TOTAL FOR: BETH BEAMAN			<u>186.14</u>
BIGWOW	BIG WOW PRODUCTIONS		
	CONTRACT	PERFORMANCE DEPOSIT- 8/5/23 PH SUMMER PREPAID	2,500.00
TOTAL FOR: BIG WOW PRODUCTIONS			<u>2,500.00</u>
ARMST	BRIAN ARMSTRONG		
	FLEX	FLEX - MAR-2023	68.23
TOTAL FOR: BRIAN ARMSTRONG			<u>68.23</u>
CATCHMARK	CATCHMARK TECHNOLOGIES		
	7997	LIVESTREAM/COUNCIL - FEB-2023	300.00
TOTAL FOR: CATCHMARK TECHNOLOGIES			<u>300.00</u>
CHART	CHARTER COMMUNICATIONS		
	0031804031823	INTERNET - MARINA/DPW/PH	1,148.22
TOTAL FOR: CHARTER COMMUNICATIONS			<u>1,148.22</u>
MAHOC	CHRIS MAHONEY		
	FLEX	FLEX - MAR-2023	150.00
TOTAL FOR: CHRIS MAHONEY			<u>150.00</u>
CONSU	CONSUMER'S ENERGY		
	STATEMENT	PUBLIC UTILITIES	12,833.85
	STATEMENT	PUBLIC UTILITIES	6,363.98
TOTAL FOR: CONSUMER'S ENERGY			<u>19,197.83</u>
DELTA	DELTA DENTAL		
	APR-2023	DENTAL - APR-2023	1,956.15
TOTAL FOR: DELTA DENTAL			<u>1,956.15</u>
BOND	DONALD BOND		
	FLEX	FLEX - MAR-2023	61.93
	REIMBURSEMENT	MILEAGE REIMBURSEMENT - MRWA CLASSES	184.72
TOTAL FOR: DONALD BOND			<u>246.65</u>

Vendor Code	Vendor Name	Description	Amount
DRAMA	DRAMATIC PUBLISHING		
	100127578	ROYALTIES/SCRIPTS/MEDIA - LEAVING IOWA (580.0	1,346.70
TOTAL FOR: DRAMATIC PUBLISHING			<u>1,346.70</u>
FFARM	FAMILY FARM AND HOME		
	00399	RABBIT GUARD FENCING	19.99
TOTAL FOR: FAMILY FARM AND HOME			<u>19.99</u>
FRONT	FRONTIER		
	STATEMENT	TELEPHONE	80.93
	STATEMENT	TELEPHONE	79.66
	STATEMENT	TELEPHONE	40.65
TOTAL FOR: FRONTIER			<u>201.24</u>
GRLF	GREAT LAKES FORD		
	FOCS361153	OIL CHANGE/TIRE ROTATE/INSPECTION - TRUCK 12-	92.88
TOTAL FOR: GREAT LAKES FORD			<u>92.88</u>
HAVIL	HAVILAND		
	465075 - CM4654	QTY 16 - 15 GAL DRUMS CHLORINE	1,163.00
TOTAL FOR: HAVILAND			<u>1,163.00</u>
DOHEN	JACK DOHENY COMPANY		
	189685	HOSES- SEWER TRUCK	192.39
TOTAL FOR: JACK DOHENY COMPANY			<u>192.39</u>
KONICA	KONICA MINOLTA BUSINESS SOLUTIONS		
	285790256	COPIER/PRINTER MAINTENANCE - DPW	4.97
	285919335	DIGITAL SUPPORT SERVICE - #368/CITY HALL	15.97
TOTAL FOR: KONICA MINOLTA BUSINESS SOLUTIONS			<u>20.94</u>
MISC	KRISTIN PRICE		
	REFUND	REFUND - OVERPAYMENT OF FEES	165.00
TOTAL FOR: KRISTIN PRICE			<u>165.00</u>
KSSB	KS STATEBANK		
	60691-5-2023	2022 VOLVO LOADER MAY2023 PAYMENT	2,857.23
TOTAL FOR: KS STATEBANK			<u>2,857.23</u>
MENAR	MENARDS-MUSKEGON		
	11204	WALL BASE - PD REPAIR	24.22
TOTAL FOR: MENARDS-MUSKEGON			<u>24.22</u>
METL	MET LIFE		
	5399644 - APR-2	LIFE & DISABILITY INS - APR-2023	821.03
	5399644 - FEB-2	LIFE & DISABILITY INS - FEB-2023	821.03
	5399644 - JAN-2	LIFE & DISABILITY INS - JAN-2023	821.03
	5399644 - MAR-2	LIFE & DISABILITY INS - MAR-2023	821.03
TOTAL FOR: MET LIFE			<u>3,284.12</u>
MDEQ	MI DEPT EGLE		
	761-11093291	WATER SAMPLES	112.00
TOTAL FOR: MI DEPT EGLE			<u>112.00</u>

Vendor Code	Vendor Name	Invoice	Description	Amount
MONTF	MONTAGUE FOODS	369891 & 372006	CONCESSIONS/ALCOHOL	286.02
TOTAL FOR: MONTAGUE FOODS				286.02
MUCTR	MUSKEGON CENTRAL DISPATCH	2300001482	VIRTUAL SERVER & SUPPORT - MAR-2023	527.37
		2300001494	CENTRAL DISPATCH FEES - APRIL-2023	3,786.33
TOTAL FOR: MUSKEGON CENTRAL DISPATCH				4,313.70
MUCRD	MUSKEGON COUNTY ROAD COMMISSIO	6563	SALT/SAND - 84.12 TONS	5,885.21
TOTAL FOR: MUSKEGON COUNTY ROAD COMMISSIO				5,885.21
MUTRE	MUSKEGON COUNTY TREASURER'S	195784	HAULED WASTE - 1304 GALLONS	74.33
		196136	DOG TAGS - FEB-2023	498.00
		STATEMENT	WASTE WATER AND BONDS	64,500.00
TOTAL FOR: MUSKEGON COUNTY TREASURER'S				65,072.33
NORG	NORTH GROVE BREWERS LLC	CONTRACT	BAND COST - TH THURS 1/19/23 BOOTSTRAP	300.00
TOTAL FOR: NORTH GROVE BREWERS LLC				300.00
PREIN	PREIN & NEWHOF, PC	73243-45-48-49-	ENGINEERING SERVICES- LAKEVIEW/LEWIS/WILSHIRE	25,582.00
TOTAL FOR: PREIN & NEWHOF, PC				25,582.00
REP	REPUBLIC SERVICES #240	0240-009115072	WASTE REMOVAL - DPW/CH/PH	345.33
TOTAL FOR: REPUBLIC SERVICES #240				345.33
ROTHB	RIVERS ACE	STATEMENT	POLYURETHANE & PAINT - CH	67.98
TOTAL FOR: RIVERS ACE				67.98
SQUI	ROGER SQUIERS	FLEX	FLEX - MAR-2023	19.00
		FLEX	FLEX - 2022	26.48
TOTAL FOR: ROGER SQUIERS				45.48
HUEBL	SCOTT HUEBLER	FLEX	FLEX - FEB-2023	215.84
TOTAL FOR: SCOTT HUEBLER				215.84
STAPLADV	STAPLES CONTRACT & COMMERCIAL LLC	8069619176	NEWSLETTER PAPER/LEGAL PADS	76.73
		8069654596	COPY PAPER	78.32
TOTAL FOR: STAPLES CONTRACT & COMMERCIAL LLC				155.05
TROPW	TROPHY CENTER OF WEST MICHIGAN	11572	NAME PLATES - COUNCIL/PLANNING	45.00
TOTAL FOR: TROPHY CENTER OF WEST MICHIGAN				45.00



Vendor Code	Vendor Name	Invoice	Description	Amount
UNI	UNITED GROUP PROGRAMS, INC.	27101 - APR-202	WRAP - APR-2023	4,620.86
TOTAL FOR: UNITED GROUP PROGRAMS, INC.				4,620.86
VERIZ	VERIZON WIRELESS	9928826907	ON CALL CELL PHONE/ IPAD	41.13
TOTAL FOR: VERIZON WIRELESS				41.13
UBMISC	WEBSTER JENNIFER	03/21/2023	UB refund for account: 004-00985-00	56.45
TOTAL FOR: WEBSTER JENNIFER				56.45
WLCHA	WHITE LAKE CHAMBER OF COMMERCE	03-23-23	DONATION - 2023 4TH FIREWORKS (247.000.962)	5,000.00
TOTAL FOR: WHITE LAKE CHAMBER OF COMMERCE				5,000.00
WHIVE	WHITEHALL VENTURES INC	MARCH-2023	LEASE - MARCH-2023	145.00
TOTAL FOR: WHITEHALL VENTURES INC				145.00
WIND	WINDEMULLER	226725	TROUBLESHOOT & REPAIR WELL #6	533.50
TOTAL FOR: WINDEMULLER				533.50
TOTAL - ALL VENDORS				149,857.93

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL  
 EXP CHECK RUN DATES 03/24/2023 - 03/24/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID  
 CITY OF WHITEHALL ACCOUNTS PAYABLE  
 COUNCIL MEETING OF MARCH 28, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
<b>Fund 101 GENERAL OPERATING FUND</b>					
Dept 000 648	DOG TAGS - FEB-2023	MUSKEGON COUNTY TREASURE	03/15/23	196136	498.00
101-000-222.100	FLEX - MAR-2023	ALYSSA SEAVER	03/31/23	FLEX	431.02
101-000-231.017	FLEX - FEB-2023	BETH BEAMAN	02/28/23	FLEX	186.14
101-000-231.017	FLEX - MAR-2023	BRIAN ARMSTRONG	03/31/23	FLEX	68.23
101-000-231.017	FLEX - MAR-2023	CHRIS MAHONEY	03/31/23	FLEX	150.00
101-000-231.017	FLEX - MAR-2023	DONALD BOND	03/31/23	FLEX	61.93
101-000-231.017	FLEX - FEB-2023	ROGER SQUIERS	03/31/23	FLEX	19.00
101-000-231.017	DUE TO FLEX FUND-FEB-2023	ROGER SQUIERS	03/31/23	FLEX	26.48
101-000-231.018	PREMIUM - MARCH-2023	SCOTT HUEBLER	02/28/23	FLEX	215.84
101-000-476.000	REFUND - OVERPAYMENT OF FEES	AFLAC	03/14/23	079418	399.12
		KRISTIN PRICE	03/16/23	REFUND	165.00
	Total For Dept 000 648				2,220.76
<b>Dept 101 CITY COUNCIL</b>					
101-101-962.000	LIVESTREAM COUNCIL-FEB-2023	CATCHMARK TECHNOLOGIES	03/01/23	7997	300.00
101-101-962.000	NAME PLATE - COUNCIL	TROPHY CENTER OF WEST MI	03/16/23	11572	15.00
	Total For Dept 101 CITY COUNCIL				315.00
<b>Dept 172 ADMINISTRATION</b>					
101-172-727.000	OFFICE SUPPLIES	STAPLES CONTRACT & COMME	03/17/23	8069619176	76.73
101-172-727.000	COPY PAPER	STAPLES CONTRACT & COMME	03/18/23	8069654596	78.32
101-172-850.000	VIRTUAL SERVER & SUPPORT - MAR-	MUSKEGON CENTRAL DISPATC	03/01/23	2300001482	527.37
101-172-935.000	COPIER MAINTENANCE - #368/CITY	KONICA MINOLTA BUSINESS	03/16/23	285919335	15.97
	Total For Dept 172 ADMINISTRATION				698.39
<b>Dept 265 CITY HALL BLDG &amp; GROUNDS</b>					
101-265-775.000	WALL BASE - PD REPAIR	MENARDS-MUSKEGON	03/17/23	11204	24.22
101-265-775.000	POLYURETHANE	RIVERS ACE	02/28/23	STATEMENT	67.98
101-265-920.000	PUBLIC UTILITIES/100017760891	CONSUMER'S ENERGY	03/22/23	STATEMENT	1,050.69
	Total For Dept 265 CITY HALL BLDG & GROUNDS				1,142.89
<b>Dept 270 FRINGE BENEFITS</b>					
101-270-719.603	FRINGE-HEALTH INS WRAP - APR-20	UNITED GROUP PROGRAMS, I	03/20/23	27101 - APR-2023	4,620.86
101-270-719.605	DENTAL INSURANCE - APR-2023	DELTA DENTAL	03/20/23	APR-2023	1,956.15
101-270-719.650	FRINGE-OPTICAL	ASHLEY TWISS	02/24/23	OPTICAL	29.68
101-270-719.680	FRINGE-LIFE INS JAN-2023	MET LIFE	01/01/23	5399644 - JAN-2023	244.18
101-270-719.680	FRINGE-LIFE INS FEB-2023	MET LIFE	02/01/23	5399644 - FEB-2023	244.18
101-270-719.680	FRINGE-LIFE INS MAR-2023	MET LIFE	03/01/23	5399644 - MAR-2023	244.18
101-270-719.680	FRINGE-LIFE INS APR-2023	MET LIFE	04/01/23	5399644 - APR-2023	244.18
101-270-719.690	FRINGE-DISABILITY INS JAN-2023	MET LIFE	01/01/23	5399644 - JAN-2023	576.85
101-270-719.690	FRINGE-DISABILITY INS FEB-2023	MET LIFE	02/01/23	5399644 - FEB-2023	576.85
101-270-719.690	FRINGE-DISABILITY INS MAR-2023	MET LIFE	03/01/23	5399644 - MAR-2023	576.85
101-270-719.690	FRINGE-DISABILITY INS APR-2023	MET LIFE	04/01/23	5399644 - APR-2023	576.85
	Total For Dept 270 FRINGE BENEFITS				9,890.81
<b>Dept 301 POLICE</b>					
101-301-850.000	CENTRAL DISPATCH FEES - APR-202	MUSKEGON CENTRAL DISPATC	03/15/23	2300001494	3,786.33
101-301-920.000	UTILITIES/SIREN/100000345551	CONSUMER'S ENERGY	03/15/23	STATEMENT	24.33
	Total For Dept 301 POLICE				3,810.66
<b>Dept 448 STREET LIGHTING</b>					
101-448-920.000	PUBLIC UTILITIES/100017154418	CONSUMER'S ENERGY	03/22/23	STATEMENT	134.88

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 448 STREET LIGHTING					
101-448-920.000	PUBLIC UTILITIES/100000345759	CONSUMER'S ENERGY	03/15/23	STATEMENT	6,223.22
			Total For Dept 448 STREET LIGHTING		6,358.10
Dept 521 SANITATION					
101-521-818.000	WASTE REMOVAL - CH	REPUBLIC SERVICES #240	02/28/23	0240-009115072	72.00
			Total For Dept 521 SANITATION		72.00
Dept 567 CEMETERY					
101-567-920.000	PUBLIC UTILITIES/100016180844	CONSUMER'S ENERGY	03/22/23	STATEMENT	67.26
			Total For Dept 567 CEMETERY		67.26
Dept 701 PLANNING DEPARTMENT					
101-701-962.000	NAME PLATE - PLANNING	TROPHY CENTER OF WEST MI	03/16/23	11572	30.00
			Total For Dept 701 PLANNING DEPARTMENT		30.00
Dept 751 PARKS DEPARTMENT					
101-751-920.000	PUBLIC UTILITIES/100017154418	CONSUMER'S ENERGY	03/22/23	STATEMENT	371.51
			Total For Dept 751 PARKS DEPARTMENT		371.51
Dept 756 119 S BALDWIN ST					
101-756-920.000	PUBLIC UTILITIES/103021521192	CONSUMER'S ENERGY	03/22/23	STATEMENT	72.01
			Total For Dept 756 119 S BALDWIN ST		72.01
Fund 202 MAJOR STREET FUND					
Dept 478 WINTER MAINT					
202-478-757.000	COLD PATCH	ASPHALT PAVING INC	02/28/23	API-0001577	421.72
202-478-757.000	SALT/SAND	MUSKEGON COUNTY ROAD COM	03/07/23	6563	2,942.61
			Total For Dept 478 WINTER MAINT		3,364.33
Dept 494 TRUNKLINE SURFACE MAINTENANCE					
202-494-920.000	PUBLIC UTILITIES/100086335302	CONSUMER'S ENERGY	03/22/23	STATEMENT	28.81
			Total For Dept 494 TRUNKLINE SURFACE MAINTENANCE		28.81
Fund 203 LOCAL STREET FUND					
Dept 478 WINTER MAINT					
203-478-757.000	COLD PATCH	ASPHALT PAVING INC	02/28/23	API-0001577	632.58
203-478-757.000	SALT/SAND	MUSKEGON COUNTY ROAD COM	03/07/23	6563	2,942.60
			Total For Dept 478 WINTER MAINT		3,575.18
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1					
Dept 000 648					
247-000-123.000	DONATION - 23 4TH FIREWORKS 247	WHITE LAKE CHAMBER OF CO	03/23/23	03-23-23	5,000.00
247-000-818.400	CONTRACT SVC - DT RESTROOM LEAS	WHITEHALL VENTURES INC	03/15/23	MARCH-2023	145.00
247-000-820.300-D22	23 TIFA CAPITAL - PUCT# 2220875	PREIN & NEWHOF, PC	03/08/23	73243-45-48-49-50	10,637.00
			Total For Dept 000 648		15,782.00

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL  
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
<b>Fund 247 TAX INCREMENT FINANCE AUTHORITY #1</b>					
Dept 525 DOWNTOWN STREETScape					
247-525-921.000	PED LIGHTS/100015232430	CONSUMER'S ENERGY	03/22/23	STATEMENT	277.34
247-525-921.000	PED LIGHTS/100000242550	CONSUMER'S ENERGY	03/15/23	STATEMENT	116.43
	Total For Dept 525 DOWNTOWN STREETScape				393.77
<b>Fund 250 LOCAL DEVELOPMENT FINANCE AUTHORITY FUND</b>					
Dept 000 648					
250-000-818.100	C/S-INDUSTRIAL PARK/1000164878	CONSUMER'S ENERGY	03/22/23	STATEMENT	60.36
	Total For Dept 000 648				60.36
<b>Fund 401 CAPITAL PROJECTS FUND</b>					
Dept 000 648					
401-000-820.000-A22	ENGINEERING FEES-LAKEVIEW/LEWIS	PREIN & NEWHOF, PC	03/08/23	73243-45-48-49-50	304.50
401-000-820.000-B22	ENGINEERING FEES-MEARS	PREIN & NEWHOF, PC	03/08/23	73243-45-48-49-50	378.00
401-000-820.000-E22	ENGINEERING FEES - WARNER	PREIN & NEWHOF, PC	03/08/23	73243-45-48-49-50	12,965.00
	Total For Dept 000 648				13,647.50
<b>Fund 580 PLAYHOUSE</b>					
Dept 000 648					
580-000-123.000	PREPAID FY24 - 580.000.818.400	BIG WOW PRODUCTIONS	03/13/23	CONTRACT	2,500.00
580-000-123.000	580.000.181.670 - LEAVING IOWA	DRAMATIC PUBLISHING	01/10/23	100127578	1,346.70
580-000-674.100	BAND COST - TH THURS 1/19/23 BO	NORTH GROVE BREWERS LLC	03/13/23	CONTRACT	300.00
580-000-757.500	OPERATING SUPPLIES-CONCESSIONS	MONTAGUE FOODS	02/24/23	369891 & 372006	102.50
580-000-757.550	OPERATING SUPPLIES - LIQUOR	MONTAGUE FOODS	02/24/23	369891 & 372006	183.52
580-000-818.000	WASTE REMOVAL - PH	REPUBLIC SERVICES #240	02/28/23	0240-009115072	60.00
580-000-850.000	INTERNET - PH	CHARTER COMMUNICATIONS	03/18/23	0031804031823	815.40
580-000-920.000	PUBLIC UTILITIES/100015238247	CONSUMER'S ENERGY	03/22/23	STATEMENT	796.17
	Total For Dept 000 648				6,104.29
<b>Fund 590 SEWER FUND</b>					
Dept 552 SEWER CUSTOMER ACCOUNTS					
590-552-850.000	INTERNET - DPW	CHARTER COMMUNICATIONS	03/18/23	0031804031823	92.88
590-552-850.000	IPAD SERVICE PLAN	VERIZON WIRELESS	02/28/23	9928826907	19.01
	Total For Dept 552 SEWER CUSTOMER ACCOUNTS				111.89
<b>Dept 554 SEWER PUMPING</b>					
590-554-818.000	HAULED WASTE - 1304 GALLONS	MUSKEGON COUNTY TREASURE	03/15/23	195784	74.33
590-554-920.000	PUBLIC UTILITIES/100015288960	CONSUMER'S ENERGY	03/22/23	STATEMENT	1,497.88
	Total For Dept 554 SEWER PUMPING				1,572.21
<b>Dept 556 WASTEWATER SYSTEM-GALLONAGE</b>					
590-556-959.900	WASTEWATER SYSTEM-GALLONAGE	MUSKEGON COUNTY TREASURE	03/15/23	STATEMENT	39,874.63
590-556-959.950	WASTEWATER SYS-GALLONAGE - BOND	MUSKEGON COUNTY TREASURE	03/15/23	STATEMENT	24,625.37
	Total For Dept 556 WASTEWATER SYSTEM-GALLONAGE				64,500.00

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL  
 EXP CHECK RUN DATES 03/24/2023 - 03/24/2023  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID  
 CITY OF WHITEHALL ACCOUNTS PAYABLE  
 COUNCIL MEETING OF MARCH 28, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 590 SEWER FUND					
Dept 558 SEWER T & D	ON CALL CELL	VERIZON WIRELESS	02/28/23	9928826907	1.56
590-558-850.000			Total For Dept 558 SEWER T & D		1.56
Fund 591 WATER FUND					
Dept 000 648	Water	WEBSTER JENNIFER	03/21/23	03/21/2023	66,185.66
591-000-202.100			Total For Fund 590 SEWER FUND		66,185.66
Dept 540 WATER ADMINISTRATION					
591-540-760.000	MILEAGE REIMBURSEMENT - MRWA CL	DONALD BOND	03/20/23	REIMBURSEMENT	56.45
591-540-820.000	ENGINEERING FEES - DWAM	PREIN & NEWHOF, PC	03/08/23	73243-45-48-49-50	56.45
			Total For Dept 540 WATER ADMINISTRATION		111.88
Dept 542 WATER CUSTOMER ACCOUNTS					
591-542-850.000	INTERNET - DPW	CHARTER COMMUNICATIONS	03/18/23	0031804031823	92.88
591-542-850.000	IPAD SERVICE PLAN	VERIZON WIRELESS	02/28/23	9928826907	19.00
			Total For Dept 542 WATER CUSTOMER ACCOUNTS		111.88
Dept 546 WATER SOURCE PLANT					
591-546-757.000	QTY 16 - 15 GAL DRUM CHLORINE	HAYLAND	03/16/23	465075 - CM465498	1,163.00
591-546-818.100	TROUBLESHOOT & REPAIR WELL #6	WINDEMULLER	03/16/23	226725	533.50
591-546-920.000	PUBLIC UTILITIES/100015972811	CONSUMER'S ENERGY	03/22/23	STATEMENT	6,809.03
591-546-920.000	TELEPHONE	FRONTIER	03/16/23	STATEMENT	40.65
			Total For Dept 546 WATER SOURCE PLANT		8,546.18
Dept 548 WATER T & D					
591-548-818.000	WATER SAMPLES	MI DEPT EGLE	03/15/23	761-11093291	112.00
591-548-850.000	ON CALL CELL	VERIZON WIRELESS	02/28/23	9928826907	1.56
			Total For Dept 548 WATER T & D		113.56
Fund 594 MARINA FUND					
Dept 000 648	INTERNET - MARINA	CHARTER COMMUNICATIONS	03/18/23	0031804031823	147.06
594-000-850.000	TELEPHONE	FRONTIER	03/10/23	STATEMENT	79.66
594-000-850.000	PUBLIC UTILITIES/100000353241	CONSUMER'S ENERGY	03/22/23	STATEMENT	1,261.48
			Total For Dept 000 648		1,488.20
Fund 661 MOTOR POOL FUND					
Dept 000 648	CONTRACT PMT - MAY-2023 VOLVO L	KS STATEBANK	03/15/23	60691-5-2023	2,315.98
661-000-310.000	WASTE REMOVAL - DPW	REPUBLIC SERVICES #240	02/28/23	0240-009115072	213.33
661-000-818.000	TELEPHONE	FRONTIER	03/04/23	STATEMENT	80.93
661-000-850.000	PUBLIC UTILITIES/100016488254	CONSUMER'S ENERGY	03/22/23	STATEMENT	406.43
661-000-920.000	RABBIT GUARD FENCING	FAMILY FARM AND HOME	03/17/23	00399	19.99
661-000-931.000	OIL CHG/TIRE ROT/INSPECT - TRUC	GREAT LAKES FORD	03/06/23	F0CS361153	92.88
661-000-933.000	HOSES- SEWER TRUCK	JACK DOHENY COMPANY	03/17/23	189685	192.39
			Total For Fund 594 MARINA FUND		1,488.20

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 661 MOTOR POOL FUND					
Dept 000 648					
661-000-933.000	COPIER/PRINTER MAINTENANCE - DP KONICA MINOLTA BUSINESS		03/03/23	285790256	4.97
661-000-994.000	INTEREST - MAY-2023 VOLVO LOADE KS STATEBANK		03/15/23	60691-5-2023	541.25
	Total For Dept 000 648				3,868.15
	Total For Fund 661 MOTOR POOL FUND				3,868.15

INVOICE GL DISTRIBUTION REPORT FOR CITY OF WHITEHALL  
EXP CHECK RUN DATES 03/24/2023 - 03/24/2023  
BOTH JOURNALIZED AND UNJOURNALIZED  
BOTH OPEN AND PAID  
CITY OF WHITEHALL ACCOUNTS PAYABLE  
COUNCIL MEETING OF MARCH 28, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
				Fund Totals:	
				Fund 101 GENERAL OPERATING FUND	25,049.39
				Fund 202 MAJOR STREET FUND	3,393.14
				Fund 203 LOCAL STREET FUND	3,575.18
				Fund 247 TAX INCREMENT FINANCE	16,175.77
				Fund 250 LOCAL DEVELOPMENT FINA	60.36
				Fund 401 CAPITAL PROJECTS FUND	13,647.50
				Fund 580 PLAYHOUSE	6,104.29
				Fund 590 SEWER FUND	66,185.66
				Fund 591 WATER FUND	10,310.29
				Fund 594 MARINA FUND	1,488.20
				Fund 661 MOTOR POOL FUND	3,868.15

Total For All Funds:

149,857.93

**Dirt Dauber Garden Club, Inc.  
P.O. Box 125  
Whitehall, MI 49461**

March 22, 2023

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

The Dirt Dauber Garden Club is seeking permission from the City of Whitehall to install decorative garden poles in our gardens at the corner of Main and Mears Streets and at the Meinhardi Medicinal Herb Garden on Hansen Street.

These poles will be approximately 5.5 feet tall with cap and 6 inches square. They will be cemented in the ground with as minimal disruption as possible. The poles will be very decorative with one side devoted to the Dirt Dauber Garden Club. The purpose of the poles is to provide space for a holder to place our promotional card inside, something we have wanted to do but couldn't find anything suitable for installation in our gardens. The other three sides will be decorated by local artists with themes such as native plants, native insects, pollinators etc. Each side will be removable in case of damage or needed updates.

We do not anticipate needing any help with the project except direction placing the poles and of course permission to embark on this project.

If you have any questions or concerns please call me at 231-288-6715

Thank you for your time and attention to this matter. I look forward to hearing from you.



Pat Schlaack  
Co-Chair, Whitehall Beautification Committee





## **A Very Abbreviated Case for Renaming Lions Park in Honor of Conservationist Edith Munger**

*Jerald P. Rowe*

Edith Cushnay Munger (1865-1945) grew up in post-Civil War Whitehall, Michigan. An 1881 graduate of Whitehall Schools, she loved birds. She was infatuated with all outdoor life but especially birds, wildflowers and butterflies. As a member of the Michigan Audubon Society, founded in 1904, she became the first female president in 1913. She held this position for 21 years.

Dr. Horesday, of the New York State Museum, estimated that 60% of Michigan birds were destroyed between 1885 through 1900. Munger was shocked by this statistic and was compelled to protect her much loved birds. She railed against hunting song birds and waterfowl for food, fun and feathers. At the 1908 Meeting of the Michigan Federation of Women's Clubs, she led the effort against wearing hats adorned with bird plumage. Munger worked toward a ban on the sale and purchase of feathers to make women's hats of the day. More specifically, she wanted the protection of white egret, red scarlet tanager, indigo bunting, yellow goldfinch, and Baltimore oriole. She also condemned the practice of collecting bird eggs. She was a champion of protecting habitat, forests, wetlands and coastal areas sought by industry to make glass.

We have thus far barely scratched the surface of Edith Munger's many conservation efforts to protect the natural resources we enjoy today. More importantly, it highlights a few of the reasons Lions Park should be renamed to honor Whitehall's own, Edith Munger.

It seems reasonable, some say clever, to express the public gratitude to business, fraternal or other entities for financial "gifts". Perhaps we should ask, "Is it wise to name historic or other landmarks after the highest bidder?" By doing so we lose the opportunity to preserve history. For us to not honor Edith Munger, a historic figure, forever connected to Whitehall, who made enormous contributions of time and effort that enhance the outdoor experience we are all beneficiaries of today, would most certainly be a travesty.

While it is true that many of us admire Waterdog Outfitters for some recreational opportunities afforded through retail sales and rental of sporting goods, naming a park after them for contributions of money seems a very inappropriate conveyance of an honor best reserved for Whitehall's own conservationist, Edith Munger.



Edith Munger (1865-1945)



Historical marker to honor Edith Munger, installed in "Lions Park" in 2020. Photo by Brian Armstrong.

**Whitehall Planning Commission  
Meeting Minutes  
February 7, 2023**

**Present**

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

**Absent**

J. Holmstrom

**Call to Order**

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

**Agenda**

Motion by Salter, second by Bowyer, CARRIED, to approve an agenda as submitted. All voted yes.

**Approval of Minutes**

Motion by Salter, second by Church, CARRIED, to approve the February 2023 meeting minutes as submitted. All voted yes.

**Communications**

Chair Bedau placed the Comprehensive Master Plan Update and Park Projects Report on file.

**Unfinished Business**

**Public Comment**

**New Business**

- Resolution 23-04 - Woods Drive Through  
Motion by Salter, second by Mahoney, to approve the Special Use Permit as submitted for a drive through window at 1321 Colby Street. Roll call Vote - 8 yes, 1 absent.

**Adjournment**

There being no further business, motion by Salter, second by Abramson, CARRIED, to adjourn at 6:12 p.m. All voted yes.

ATTACHMENT I

**WEST MICHIGAN METROPOLITAN TRANSPORTATION PLANNING PROGRAM  
(WESTPLAN) POLICY COMMITTEE MEETING**

MEETING MINUTES

February 15, 2023

**I. CALL TO ORDER**

Chairperson Arter called the meeting to order at 1:32 p.m. A roll call was taken, and a quorum was present.

**ATTENDANCE (Roll call)**

**A. Members Present**

Kim Arter, Laketon Township, Chairperson  
Roger Morgenstern, City of Norton Shores  
Roger Belknap, Ottawa County  
Field Reichardt, Ottawa County Road Commission  
Elmer Hoyle, Ravenna Township  
Marcia Hovey-Wright, MATS  
Jack Kennedy, Muskegon County Road Commission  
Diane Goodman, City of Roosevelt Park  
Tyler Kent, MDOT  
Bonnie McGlothin, City of Muskegon Heights  
Scott Blease, Ferrysburg  
Kathy McNally, City of Grand Haven  
Ryan Kelly Ottawa County- Township Rep  
Rachel Gorman, City of Muskegon  
Steven Salter, City of Whitehall  
Michelle Hazekamp, Muskegon County Commissioner  
Roger Vanderstelt, Village of Fruitport  
Bob Hires, City of Montague

**B. Members Not Present**

Bill Mogren, City of North Muskegon  
Kevin McLaughlin, Harbor Transit  
Wally Delamater, Village of Spring Lake (Non-Voting)  
Andrew Sibold, FHWA (Non-Voting)

**C. Others Present**

Jeff Marcinkowski, Fruitland Township  
Bob Lukens, Muskegon County CVB  
Marc Fredrickson, MDOT - Muskegon TSC

**D. Staff Present**

Brian Mulnix, WMSRDC  
Joel Fitzpatrick, WMSRDC

**I. APPROVAL OF PREVIOUS MINUTES**

The minutes were reviewed from the December 2022 meeting. It was noted that there was a typo. A motion was made and supported to approve the revised minutes from the December 2022 meeting. Motion approved. *M/S Blease/Kelly*

**II. PUBLIC COMMENT**

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

**III. TRANSPORTATION IMPROVEMENT PROGRAM**

**A. FY2023-2026 TIP (Amendment 5)** - Mr. Brian Mulnix presented the proposed 2023-2026 TIP Amendment 5 as shown on the following page. A motion was made and supported to approve the amendment. Motion approved. *M/S Belknap/Salter*

**IV. 2045 LONG RANGE PLAN UPDATE**

**A.** Mr. Brian Mulnix stated that at this time, MDOT is working on updating the model.

**V. SAFETY PERFORMANCE MEASURE TARGETS**

**A.** Mr. Brian Mulnix presented the proposed Safety Performance Measure targets. Mr. Tyler Kent gave some more background on the Safety Targets. Discussion ensued. Staff is recommending approval of the State targets. A motion was made and supported to approve the targets. Motion approved. *M/S Gorman/Blease*

**VI. FY2023 MDOT STATE AND UNIFIED NATIONAL PERFORMANCE MEASURE TARGETS**

**A.** Mr. Brian Mulnix and Mr. Tyler Kent explained the proposed State and Unified National Performance Measures. He explained that as with the previous agenda item, MPO's have the choice to agree with MDOT targets or come up with their own. Staff is recommending approval of the State targets. A motion was made and supported to approve the targets. Motion approved. *M/S Blease/Vanderstelt*

**VII. NEW BUSINESS**

- A. Ms. Kim Arter and Mr. Jeff Marcinkowski spoke about seeking support for efforts to have paved shoulders added to Scenic Drive between Fenner Rd and Duck Lake Road. Discussion took place about the limits of the project and question about the possibility of a separated path. A motion was made and supported to approve a resolution supporting the project. Motion approved. *M/S McNally/Hires*

## VIII. MPO ROUNDTABLE

- PUBLIC TRANSPORTATION
  - Mr. Bob Lukens presented the committee with the most recent report showing ridership numbers for MATS.
  - Mr. Bob Lukens discussed the new carrier for the Muskegon Airport.
- MDOT UPDATES
  - Mr. Marc Fredrickson gave updates the US-31 bridge work and other projects in the area.
  - Mr. Tyler Kent gave an update on MDOT's five-year program.
- Mr. Joel Fitzpatrick informed the committee about the upcoming Transit Coordinated Plan meeting on March 9,2023.
- Ms. McNally suggested that municipalities review the liability clauses in engineering contracts.
- Ms. McNally also noted that the CapCon is the same day as the April meeting.

## IX. PUBLIC PARTICIPATION

The WestPlan Public Participation Plan procedure was followed to achieve public participation for this meeting. Mr. Joel Fitzpatrick read an email from Jill Bonthuis from Pioneer Resources. The email and response will be included in the minutes.

- X. **ADJOURN-** Meeting adjourned at 2:33 p.m.

**Whitehall City Council  
Information Report  
March 2023**

**State Revolving Loan Fund**

The City submitted Notices of Intent to the Clean Water Revolving Fund and the Drinking Water Revolving Fund for low interest loans (2.7%) to improve the sewer and water infrastructures. The loans are available for "Overburdened" and "Significantly Overburdened" communities as determined by a formula based on a community's Median Annual Household Income and Taxable Value per Capita. Using EGLE's calculator, we are neither. Adding residential Equivalent Units to the formula puts us on the border of being "Overburdened", and on the tail end of the priority list. Even if we were to succeed in obtaining either or both loans, local sewer and water rates would increase 15% for debt payments.

As a side note, our Median Annual Household Income is \$55,917. Our Taxable Value per Capita is \$40,516.

Staff is recommending that we not proceed with full applications.



## Agenda Report - Tag Day Request

Tag Days for community nonprofit organizations require City Council approval subject to coordination with the Police Department. Tag days are limited to one per weekend, two per month, and ten per year. They may not be held on Sundays or national holidays.

American Legion has requested a tag day for Saturday, June 16, 2023.

### **June 16**

April 29

May 13

### **American Legion**

Knights of Columbus

Whitehall Band Boosters

### RECOMMENDATION

Approve the tag day as requested.



## American Legion

Algot Johnson Post #69  
803 E. Colby Street  
Whitehall, MI 49461

03/13/23

City of Whitehall  
405 E. Colby Street  
Whitehall, MI 49461

Dear Members of the City Council,

The Whitehall American Legion Auxiliary is requesting permission from the council to hold our Annual Poppy Day sale in Whitehall on June 16, 2023. This is our most profitable annual fund raiser to benefit local Veterans. This has been an important goal of the American Legion Auxiliary Poppy program since its inception in 1921. We hope this date meets with your approval and we thank you for your consideration on this matter.

Sincerely yours,

Lori Lux

Auxiliary President

Algot Johnson Unit #69

Phone: 894-5991, cell: 750-9540

CITY OF WHITEHALL  
RESOLUTION 23-10  
Leaf Removal Services

- WHEREAS, the three year contract with Lakeshore Leaf Vac for leaf removal will expire after the Spring 2023 collection.
- WHEREAS, City Ordinance §22.11 allows for the continuation of professional services provided the services and costs are satisfactory.
- WHEREAS, Lakeshore Leaf has performed well with a flat rate over the term of the contract.
- WHEREAS, a five year contract has been negotiated between City staff and Lakeshore Leaf providing annual rate increases of 1.3%, 3.1%, 3.1%, and 2.9%.

NOW, THEREFORE, LET IT BE RESOLVED

That the Whitehall City Council does hereby award a five year leaf removal contract to Lakeshore Leaf Vac 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 March 28, 2023 at 6:00 p.m. (\_\_\_ yes, \_\_\_ no, \_\_\_ absent).

\_\_\_\_\_  
Steven Salter, Mayor

\_\_\_\_\_  
Brenda Bourdon, City Clerk

**CITY OF WHITEHALL**  
**Leaf Collection and Disposal Contract**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Whitehall, a municipal corporation located at 405 East Colby Street, Whitehall, Michigan, hereafter referred to as the "City" and Lakeshore Leaf Vac, located at 7443 Easy Street, Whitehall, Michigan, hereafter referred to as "Contractor."

For and in consideration of the mutual covenants, promises, and agreements contained in this Contract, the parties agree as follows:

1. The Contractor shall collect loose leaves along both sides of all city streets once per week and in the City owned cemetery as coordinated by the Public Works Director and Contractor. This Contract will begin the fall of 2023 through the spring of 2028. Spring service shall be from April 15 to April 29. Fall service shall be from October 27 to November 24. The City may request additional collections at the hourly rate provided by the Contractor. Weather may require adjustments to actual collection dates. The Contractor may work Monday through Saturday between the hours of 7:00 a.m. and 10:00 p.m. No work shall be performed on City recognized holidays.
2. The Contractor shall be responsible for the proper and legal disposal of the leaves. City property may be available for short term storage at the discretion of the Public Works Director.
3. The Contractor shall perform in a good and workmanlike manner; prevent spillage of collected leaves; comply with all applicable laws, ordinances, rules and regulations of the State, County, and City; and obtain and maintain, at its own expense, all permits and licenses required by law or ordinance. The Contractor shall not litter any premises during collection or transportation.
4. Upon request by the City, the Contractor will provide reviews and updates which may include estimated time required for collection, days and hours of collection, and collection routes.
5. The City agrees to pay and the Contractor agrees to accept as full compensation the amounts stated in this Contract. Payment shall be made within 30 days of receipt of a bill for services rendered.
6. The Contractor shall acquire and provide all vehicles, equipment, and machinery necessary to perform under this Contract. The Contractor shall maintain vehicles, equipment, and machinery in good operating condition and meet all applicable laws and regulations. The Contractor shall replace vehicles, equipment, and machinery if any experience excessive out-of-service time. The Contractor shall use enclosed, leak proof disposal bodies for all materials collected and transported. The City shall have the right, during reasonable times, to inspect the vehicles, equipment and machinery.
7. The Contractor shall employ able-bodied persons as its employees and require the same to be courteous to the public and city personnel.

8. Should the Contractor, except by reason of a strike, act of God, disaster, or extended inclement weather fall more than one week behind in collection, the City may, at its option, collect and dispose of the leaves by other means. All reasonable expenses incurred shall be charged against the Contractor.
9. The Contractor shall provide for the receipt of service calls or complaints. Complaints must be given prompt and courteous attention. In the case of a verified missed collection, the Contractor shall arrange for pickup within 48 hours.
10. The City may terminate this Contract upon ten days written notice sent by certified mail to the Contractor stating the reason(s) for cancellation.
11. The Contractor agrees to maintain, at its expense, adequate workers compensation, vehicle, and liability insurance with limits of liability no less than \$1,000,000 per occurrence and/or aggregate combined single limit for personal injury, bodily injury, and property damage. The Contractor shall furnish the City with certificates of insurance.
12. To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its elected and appointed officials, employees, and others working on behalf of the City, against any and all claims, demands, suits, and loss including reasonable attorney fees, for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, and others working on behalf of the City by reason of personal injury or death and/or property damage which arises out of or is in any way connected or associated with this Contract.
13. This Contract may not be assigned by the Contractor, either voluntarily or involuntarily, or by any process of law, and shall not be or come under the control of creditors, trustee, or trustees of the Contractor.
14. In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate and in no event shall this Contract be treated as an asset of the Contractor after adjudication of bankruptcy. If the Contractor becomes insolvent or fail to meet its financial obligations, then this Contract shall be terminated by the City upon ten days written notice sent by certified mail to the Contractor. In no event shall this Contract be treated as an asset of the Contractor after termination.
15. This Contract is not intended nor shall it be construed to benefit third parties.
16. The Contractor is an independent contractor. The means, methods, and times of service shall be under the Contractors control. The Contractor is not an agent of the City in any respect.
17. This Contract shall be construed under the laws of the State of Michigan and constitutes the entire agreement between the parties.

18 All official written communications and notices shall be mailed to

Whitehall City Clerk, 405 E Colby, Whitehall, MI 49461

Lakeshore leaf Vac, 7443 Easy Street, Whitehall, MI 49461

19. Cost for services rendered shall be as stated below. Additional collection and disposal services beyond the scope of this Contract will be billed at \$150 per hour, including labor.

Fall 2023	\$49,000
Spring 2024	\$12,000
Fall 2024	\$49,000
Spring 2025	\$12,800
Fall 2025	\$50,000
Spring 2026	\$13,700
Fall 2026	\$51,000
Spring 2027	\$14,700
Fall 2027	\$52,000
Spring 2028	\$15,600

As representative of the Contractor, I have full authority of the company, firm, or corporation represented to sign this Contract and in doing so, I attest to the fact that I have read this Contract and agree to all the stated items.

\_\_\_\_\_  
Lakeshore Leaf Vac

\_\_\_\_\_  
Brenda Bourdon, Whitehall City Clerk

\_\_\_\_\_  
Name, printed or typed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CITY OF WHITEHALL  
RESOLUTION 23-11  
Assessing Services

- WHEREAS, the City of Whitehall has a long-standing contractual relationship with the Muskegon County Equalization Department for assessing services.
- WHEREAS, the current agreement expires September 30, 2023.
- WHEREAS, Equalization has submitted a five-year agreement with an initial annual fee of \$40,000 and a 2.5% increase each subsequent year.
- WHEREAS, Finance Officer/Treasurer Seaver has reviewed the agreement and recommends that the Council authorize its execution.

NOW, THEREFORE, LET IT BE RESOLVED

that the Whitehall City Council does hereby authorize the Mayor, Clerk, and City Attorney to sign the attached Agreement for Assessing Services.

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held March 28, 2023 at 6:00 p.m. (\_ yes \_ no, \_ absent).

\_\_\_\_\_  
Steven Salter, Mayor

\_\_\_\_\_  
Brenda Bourdon, City Clerk

**AGREEMENT BETWEEN THE CITY OF WHITEHALL  
AND  
MUSKEGON COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, entered into as of the **1st** day of **October, 2023** between the City of Whitehall a municipal corporation, by its City Council, hereinafter referred to as “The Municipality”, and the County of Muskegon, by its Board of Commissioners, hereinafter referred to as the “County”, is as follows:

**PURPOSE**

The purpose of this Agreement is to provide for a property assessment administration program to be administered by the County Equalization Director, or designated representative, which will list, appraise, and maintain a complete set of records for all real and personal property, subject to ad valorem taxation, specific taxes, and in-lieu-of tax agreements within the Corporate limits of The Municipality pursuant to Public Act No. 160 of 1972.

**TERM AND TERMINATION**

The agreement shall commence October 1, 2023 and terminate September 30, 2028, provided that either party may terminate the Agreement on September 30 of each year upon ninety (90) days prior written notice. The notice shall be sent by certified mail to the County Equalization Director if terminated by The Municipality. The notice shall be sent by certified mail to the City Manager if terminated by the County.

- I. The County agrees to perform the following services and provide the materials set forth herein:
  - A. **Scope of Service** - To classify and appraise, according to the constitution and laws of the State of Michigan, each parcel of real property which lies within the confines of The Municipality, and to process all assessable personal property that is in such Municipality, and use the methods prescribed by the Michigan State Tax Commission. The Equalization Department will provide an assessment roll that will equal the tentative State Equalized Values for each classification of property. The final factor will be determined by the action of The Municipality’s Board of Review and the process of state equalization as determined by the State Tax Commission.
  - B. **Qualified Staff** - All County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained in property appraisal techniques. The assessor shall be certified by the State Tax Commission, as required for The Municipality’s size and State Equalized Value.



- C. **Equipment and Supplies** - The County will provide all equipment and supplies needed for the routine performance of its duties without additional expenses, except as otherwise set forth herein.
- D. **Maps and Records** - The Municipality shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data which may be of use in making the appraisal, without cost to the County. The County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in sub-point "M" of this agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The County will maintain the master file at a specified location. The master file shall become the property of The Municipality when delivered.
- G. **Public Relations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During the term of this Agreement, County employees shall endeavor to promote understanding and amicable relations with all members of the public. County Staff will be assigned by the Equalization Director to report at the designated Municipal Building to conduct their duties, interact with Municipal Staff, attend meetings, and promote community relations. The Municipality will provide adequate office area and operational infrastructure, such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to the County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed on the computer equipment owned by the County by representatives of The Municipality should be coordinated with a representative of the Information Systems Department of the County to avert conflicts in configuration and application issues.

- H. **Property Owner Notification and Official Statements** - It shall be the responsibility of the County to notify all property owners annually of assessed and taxable values, as provided by law, whether values increase or decrease, as well as distribute personal property statements and other official forms.

- I. **Assessment Roll** - The County shall prepare the assessment roll and certify the same for The Municipality in a timely manner.
- J. **Board of Review** - County Staff will advise and assist The Municipality's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The County Equalization Director, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings before the Tax Tribunal concerning properties under this Agreement. The Municipality shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses which may be incurred by the County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions shall be paid by The Municipality provided that the Equalization Director seeks and obtains approval from The Municipality prior to incurring such costs or expenses. Additionally, should either party terminate this agreement, the County, or designated representative, shall represent The Municipality in all property assessment appeals and in proceedings filed during the existence of this agreement. The fee shall be \$100.00 per hour for preparation, appearance, and travel after termination of the agreement.
- L. **Computerized Appraisals and Information Technology** – The County will provide staff, equipment, and software to maintain electronic property records using a computer assisted mass appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software shall be prescribed by the County. All property information shall adhere to the requirements of the County Wide Area Network and its specifications. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of The Municipality to determine proper neighborhoods for market value determinations. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with applicable **General Property Tax Law** requirements. The computer assisted mass appraisal system and its attributes shall become the property of The Municipality upon termination of this agreement.

Additionally, the County and The Municipality shall participate in an electronic building permit system that will transfer such data to the computer aided assessment administration system without modification or hesitation. The system and its attributes shall be mutually determined.

- M. **Geographical Information Systems** – The County and The Municipality may implement a geographical information system. An independent formal mutual agreement will govern this function.

- N. **Special Assessments**- Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by the County when formally requested. The fee shall be \$100.00 per hour.
- O. Pursuant to Public Act 453 of 1976, neither party shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status. Breach of this covenant may be regarded as a material breach of the contract.
- II. The County will perform all the above services, subject to costs and expenses set forth, for The Municipality under the terms and conditions below:
- A. **Annual Fees** - For each year of this agreement the annual fee shall be calculated in the following manner: The initial period shall be from October 01, 2023 to September 30, 2024, and the fee shall be \$40,000. The base annual fee of \$40,000 shall be increased by 2.5% on October 01, 2024, and on October 01 each year thereafter.
- B. **Payments** - The Municipality shall remit the annual fee in equal quarterly payments commencing December 31 of each year of this agreement.
- C. **Relationship of the Parties** – The parties acknowledge that the agreement between the County and The Municipality is one of an independent contractor. Neither of the parties should represent that an employment relationship is created or exists with regard to the employees of the other. This independent contractor relationship shall be given its full scope and intent including without limitation as it pertains to liability, wages, benefits, and taxation.

**ACKNOWLEDGEMENTS**

City of Whitehall:

By: \_\_\_\_\_  
Steve Salter

Its: Mayor

By: \_\_\_\_\_  
Brenda Bourdon

Its: Clerk

Approved as to Form:

\_\_\_\_\_  
Will Meier, City Attorney

County of Muskegon:

By: \_\_\_\_\_  
Charles Nash

Its: Chairman Board of Commissioners

By: \_\_\_\_\_  
Nancy A. Waters

Its: Clerk

Approved as to Form:

\_\_\_\_\_  
Michael D. Homier, Corporate Counsel

CITY OF WHITEHALL  
RESOLUTION 23-12  
2023 Parks and Recreation Grant Applications

WHEREAS, the Whitehall City Council has recently adopted the 2023 Parks and Recreation Master Plan which establishes the parks, recreation, and natural resource conservation needs and desires of its residents for the next five years.

WHEREAS, in accordance with the Plan, the City Council wishes to file applications for State grant assistance on the following projects;

- Gee and Goodrich Parks
  - Estimated Project Cost - \$156,000
  - State Grant Application - \$81,800
  - Project Scope – fencing, irrigation upgrades, lighting, security cameras, play structures, and signage
  
- White Lake Municipal Marina
  - Estimated Project Cost - \$347,500
  - State Grant Application - \$225,500
  - Project Scope – pier repairs, viewing deck, and ADA lift

WHEREAS, a prior application for Funnell Field under the SPARKS program was denied.

WHEREAS, the City Council held a public hearing on March 28, 2023 to solicit comments from the public.

NOW, THEREFORE, BE IT RESOLVED

that the Whitehall City Council hereby authorizes staff to submit grant applications for Gee and Goodrich Parks, White Lake Municipal Marina, and resubmit for Funnell Field.

Moved by \_\_\_\_\_ seconded by \_\_\_\_\_, and thereafter adopted by the City Council of the City of Whitehall, at a regular meeting held Tuesday, March 28, 2023, at 6:00 p.m.

Roll Call Vote ( \_ yes; \_ no; \_ absent).

\_\_\_\_\_  
Steven Salter, Mayor

\_\_\_\_\_  
Brenda Bourdon, City Clerk

**CERTIFICATE**

The foregoing is a true and complete copy of the Resolution adopted by the Whitehall City Council at a regular meeting held on March 28, 2023. Public notice was given and the meeting was conducted in full compliance with the Open Meetings Act, (PA267, 1976). Minutes of the meeting will be made available as required by the Act.

---

Brenda Bourdon, City Clerk

**GOODRICH and GEE PARKS  
PASSPORT GRANT**

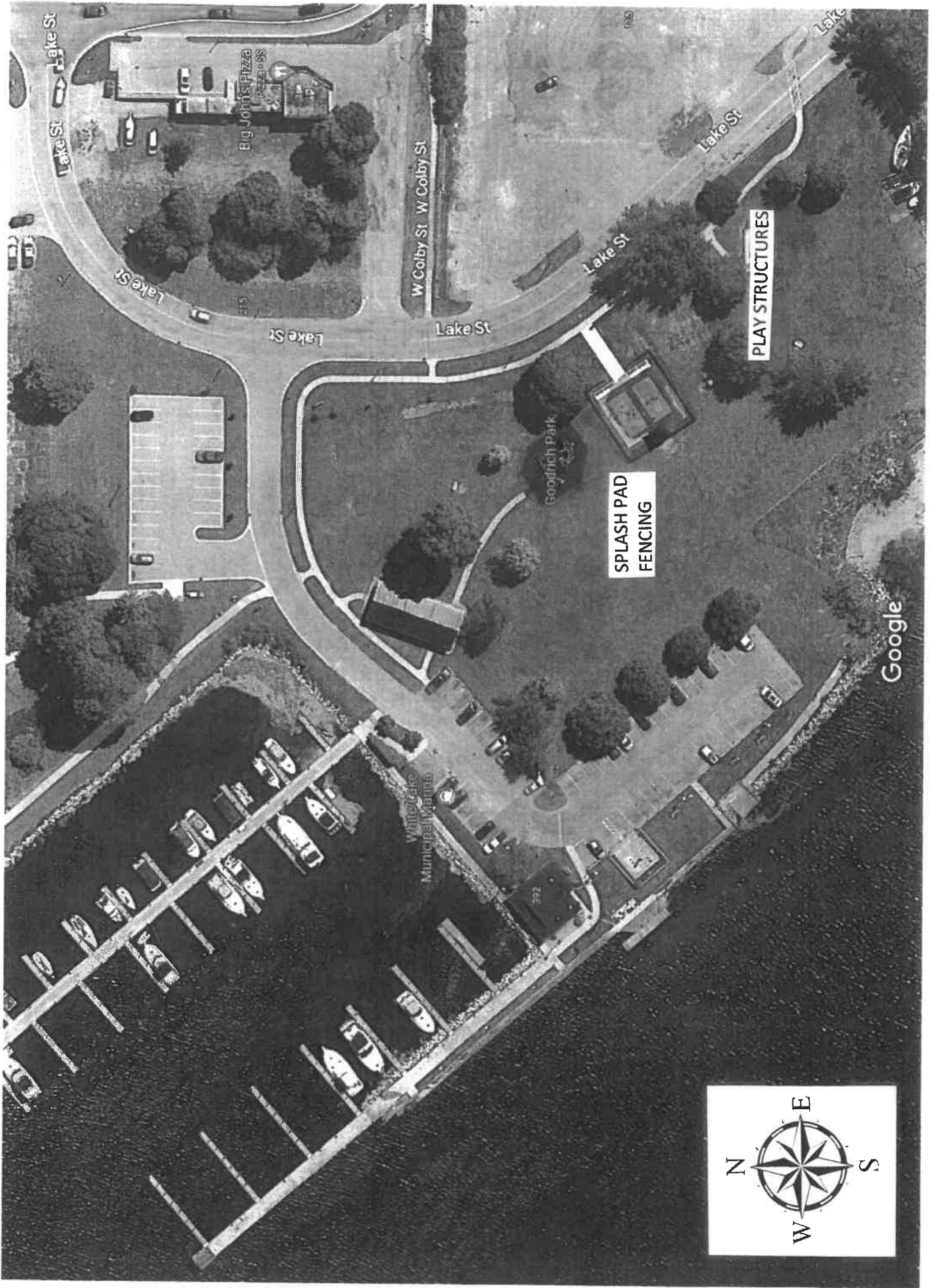
PROJECT COST - \$156,000

**PROJECT SCOPE**

<i>Goodrich Park</i>	Splash pad fencing, irrigation upgrades, new lighting, security cameras, play structure, signage.
<i>Gee Park</i>	Play structure, fencing, signage

**PROJECT FUNDING**

State Grant	\$81,800
General Fund Local Match (16%)	\$25,000
TIFA Local Match (32%)	\$50,000

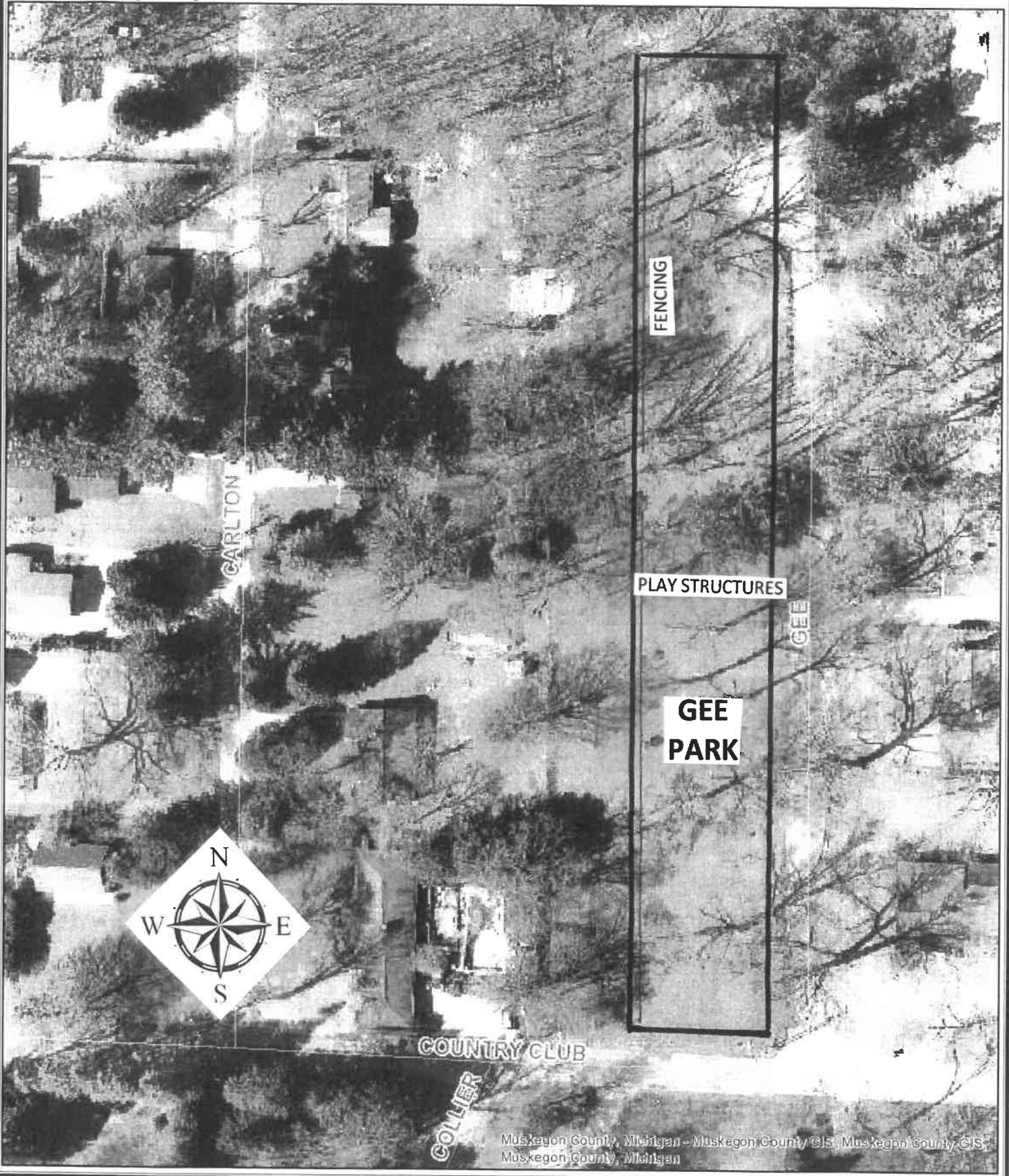




# Muskegon County Property Viewer Print

Report generated 3/6/2023 at 5:07:28 PM

This report has been generated from the Muskegon County GIS Property Viewer. While every effort has been made to provide accurate information, Muskegon County and Muskegon County GIS shall not be held liable for the information presented herein. All data shall be verified by the municipal assessor.



**WHITE LAKE MUNICIPAL MARINA  
BOATING INFRASTRUCTURE GRANT**

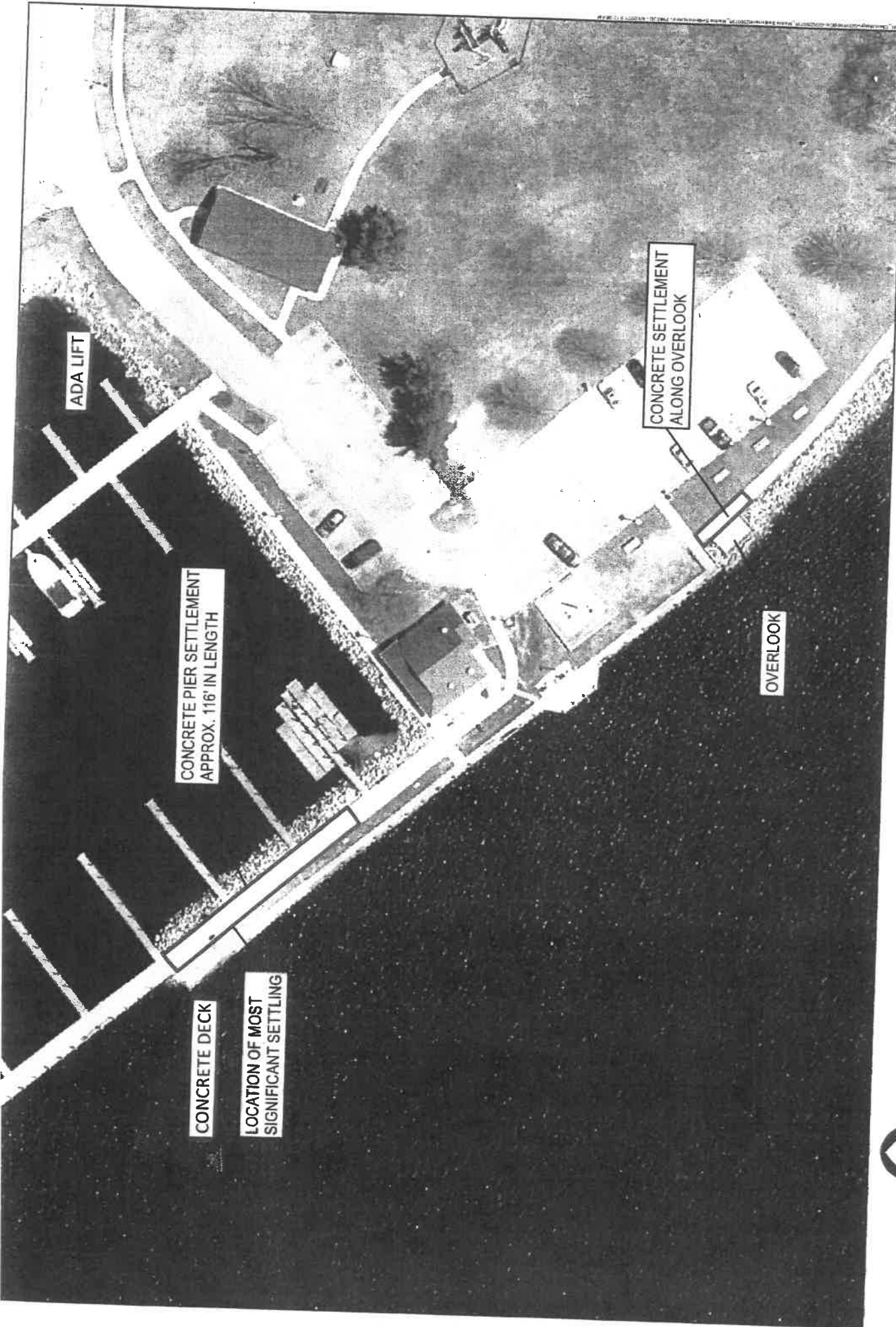
PROJECT COST - \$347,500

**PROJECT SCOPE**

West Pier Repairs and Viewing Deck	\$340,000
ADA Lift	\$ 7,500

**PROJECT FUNDING**

State Grant	\$225,500
TIFA Local match (35%)	\$122,000



**CITY OF WHITEHALL**  
Muskegon County, Michigan  
**MARINA SETTLEMENT**

Printed: 8/21/07  
2200795



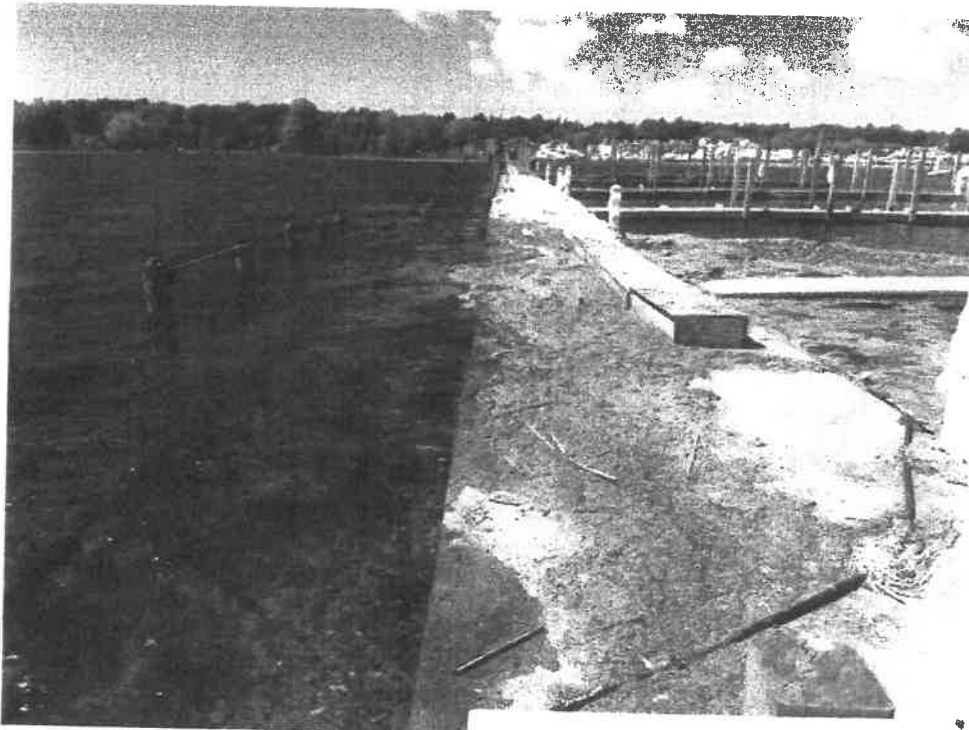
SCALE: 1" = 60'

## Municipal Marina Settling Investigation



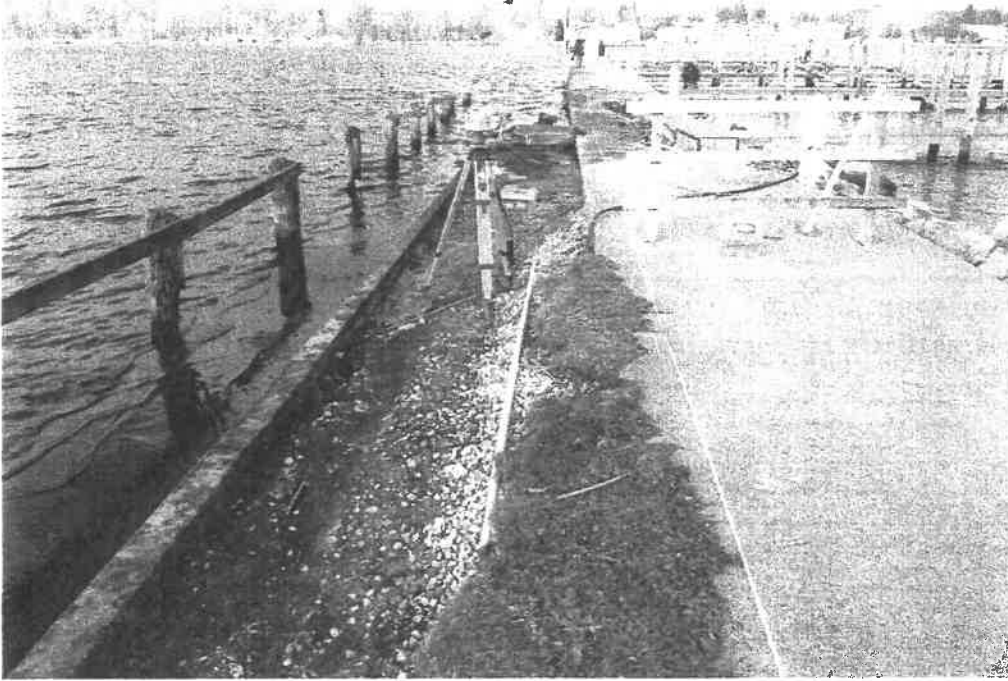
**Main Pier - 2018**

**Note: Settling towards the water is evident, water level is at the top of the sheet pile wall**



**Main Pier — (8/2020)**

## Municipal Marina Settling Investigation

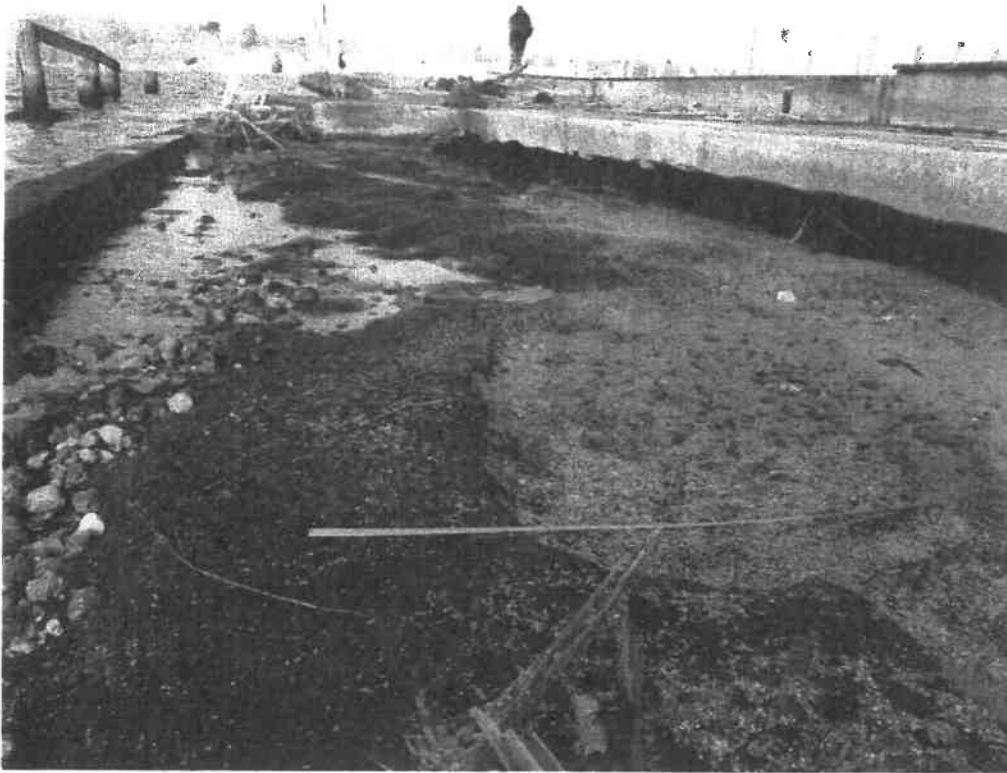


**Main Pier—(12/2020)**

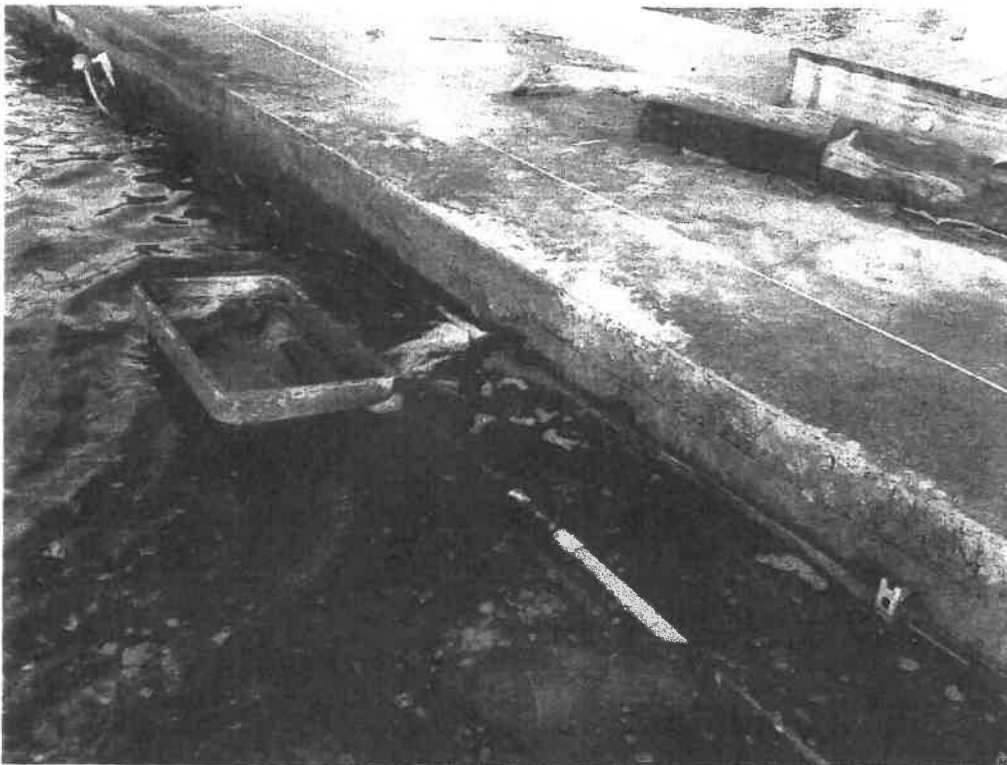


**Main Pier—Most extreme settling north side of stairs (12/2020)**

## Municipal Marina Settling Investigation



**Main Pier Undermining south of stairs (12/2020)**

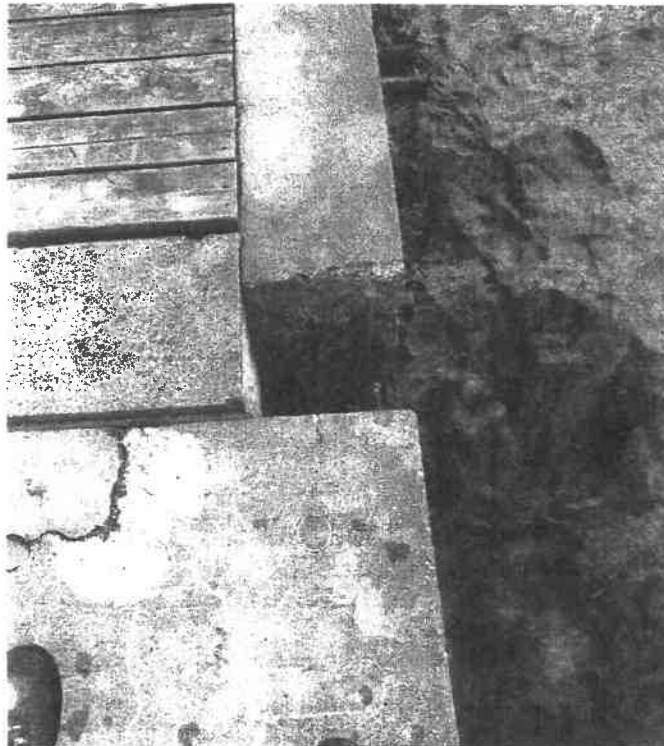


**Main Pier—Thickened edge north of stairs appears to have been added later (12/2020)**

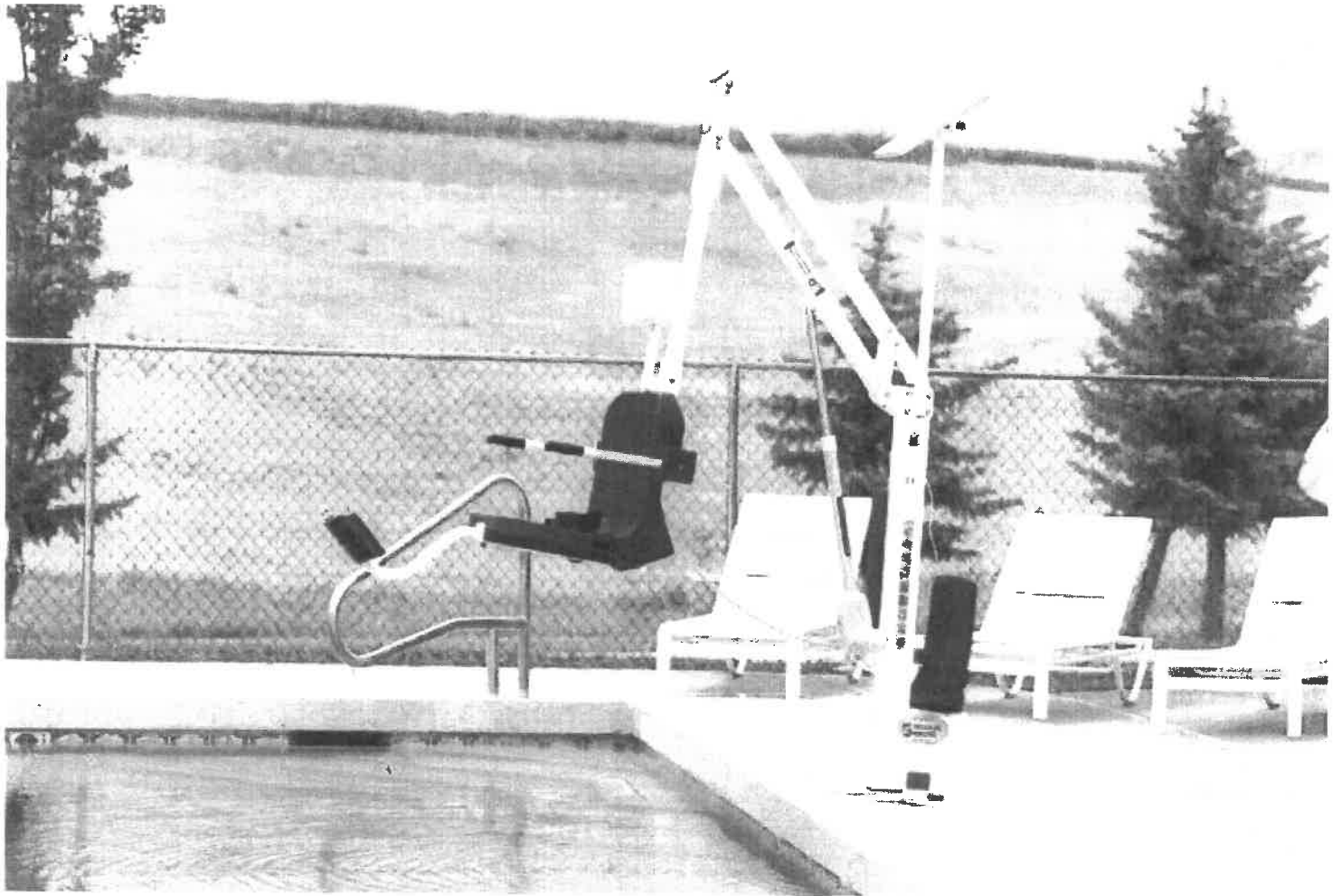
## Municipal Marina Settling Investigation



Main Pier— Concrete damage at stairs (12/2020)



Main Pier—Expansion Lake Side (12/2020)





FUNNELL FIELD  
SPARK GRANT

PROJECT COST - \$675,000

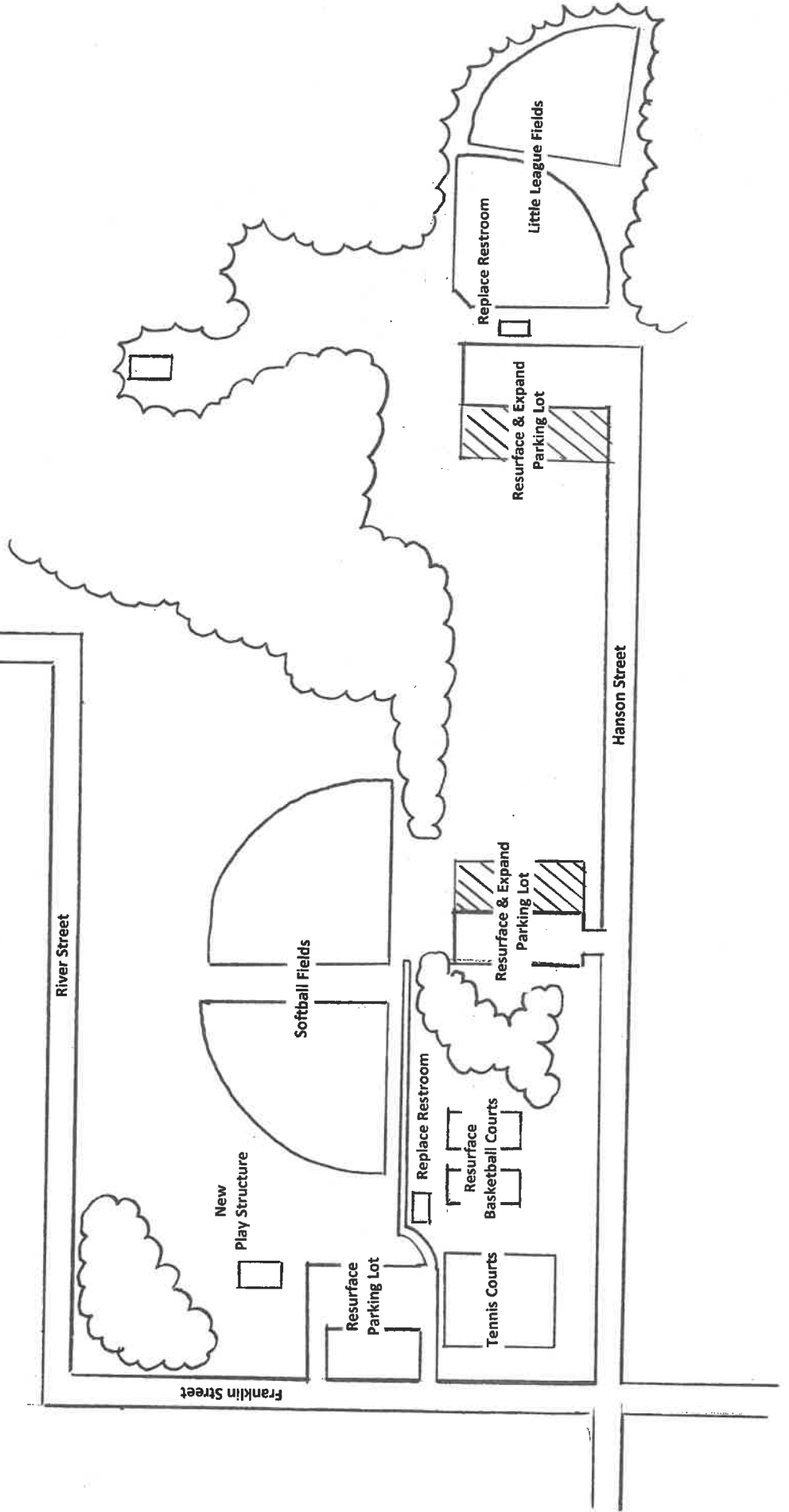
PROJECT SCOPE

New play structure	\$215,000
Resurfaced and expanded parking lots	\$225,000
Replace both restrooms	\$220,000
Resurface basketball courts	\$ 15,000

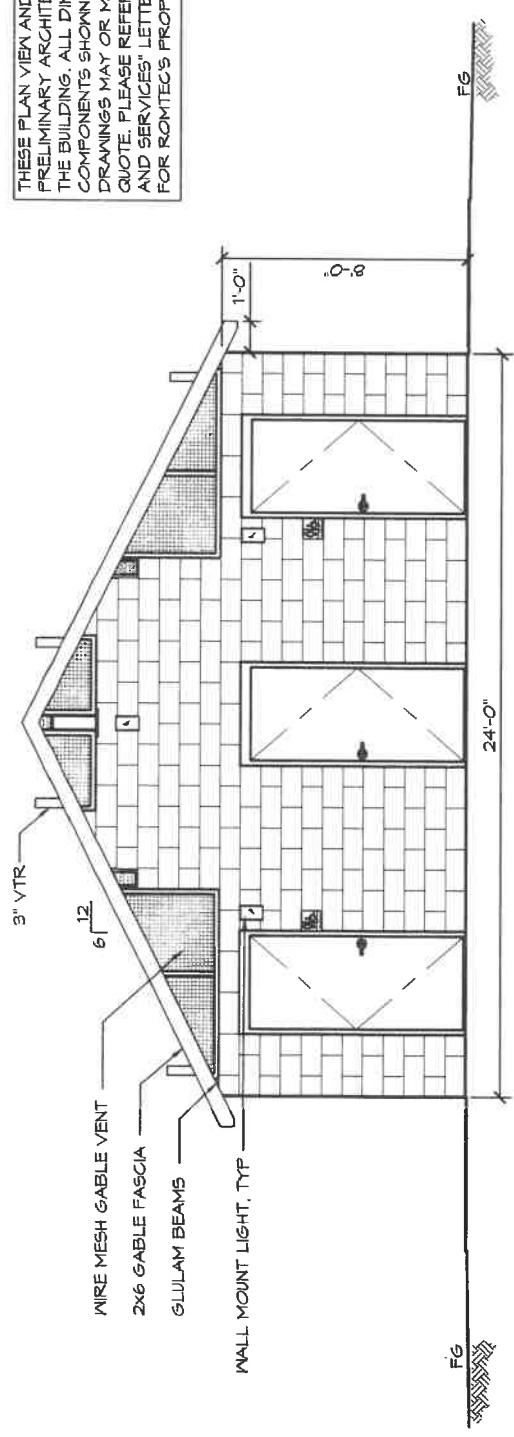
PROJECT FUNDING

State Grant	\$675,000
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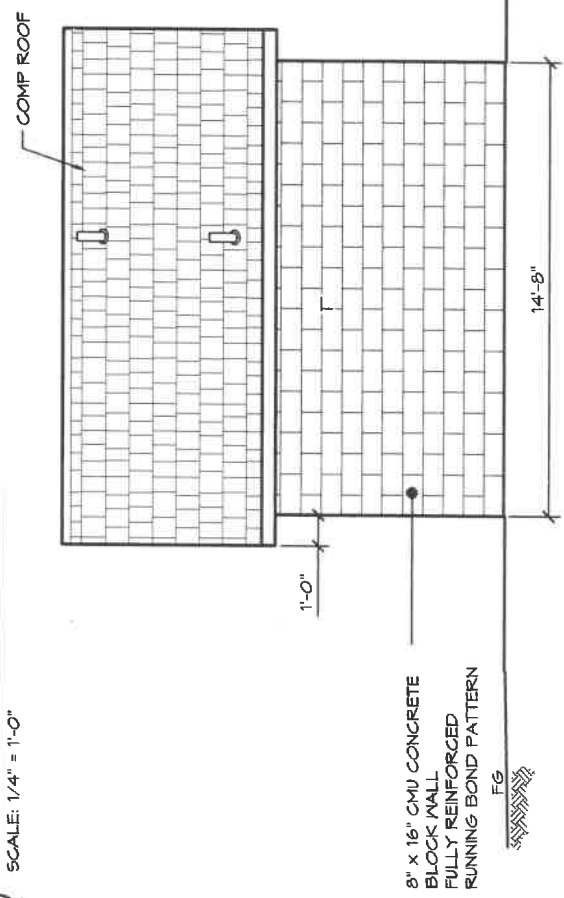
# FUNNELL FIELD



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.





**B** ELEVATION VIEW  
 SCALE: 1/4" = 1'-0"



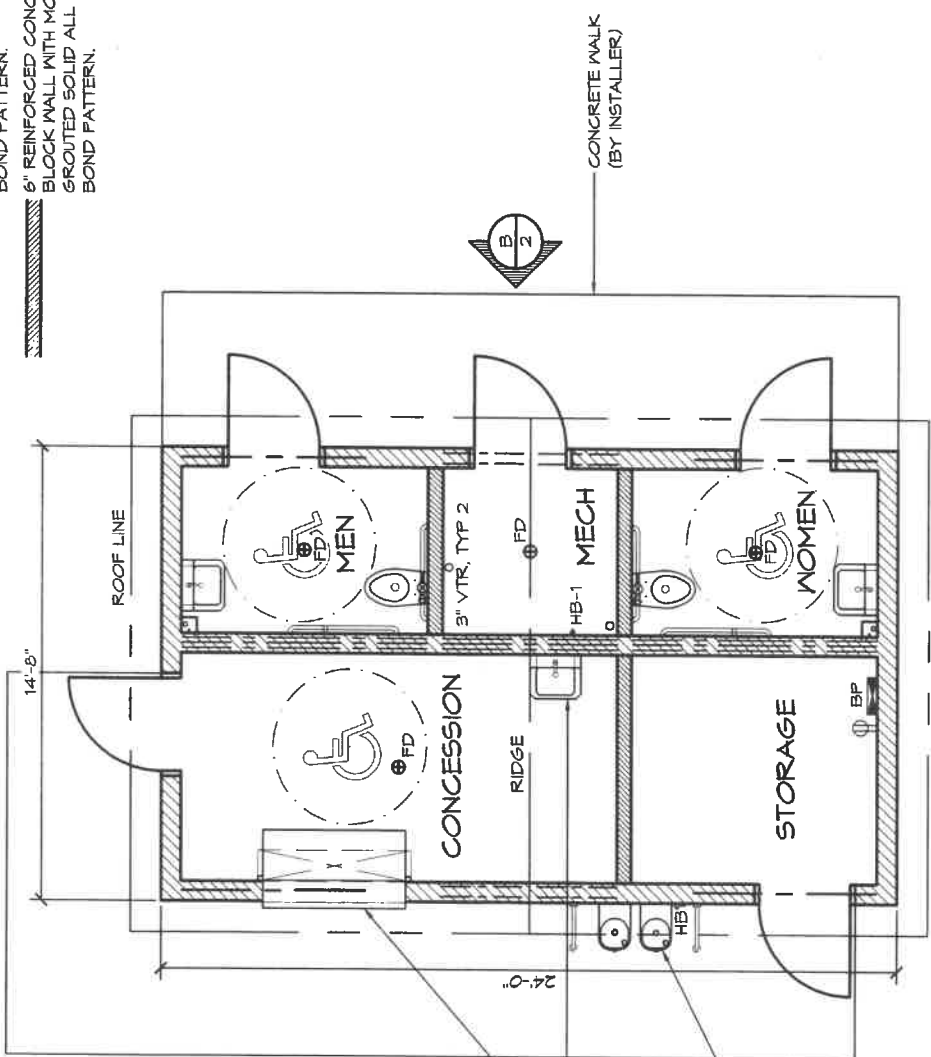
**C** ELEVATION VIEW  
 SCALE: 1/4" = 1'-0"

8" x 16" CMU CONCRETE BLOCK WALL FULLY REINFORCED RUNNING BOND PATTERN

# WALL TYPE SCHEDULE

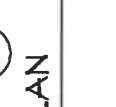
-  8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS. GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.
-  6" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS. GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

LEGEND		AREA/ QUANTITY
SYMBOL	DESCRIPTION	
	GABLE VENT	4
	RIDGE VENT	4
	RIDGE FILLER WALL	2
	2x8 WOOD FILLER WALL	2
	EXTERIOR WALL LIGHTS	7
	INTERIOR WALL LIGHTS	2
	INTERIOR CEILING LIGHTS	3
	FLOOR DRAIN	4
	ELECTRICAL OUTLET	1
	WALL FAUCET	1
	WALL HYDRANT	1



- 4'-6" x 4'-0" ROLL-UP CONCESSION WINDOW
- INSTANT WATER HEATER UNDER SINK
- DRINKING FOUNTAINS (OPTIONAL NOT INCLUDED)
- CONCRETE WALK (BY INSTALLER)
- CONCRETE WALK (BY INSTALLER)

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**FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

1



\$214,347

Create play opportunities for people of all abilities with this sensory-rich inclusive play system. The system includes accessible routes of travel throughout the structure, as well as plenty of interactive auditory, visual, and tactile sensors. This play system was designed using the 7 Principles of Inclusive Playground Design found in the Me2 guidebook, developed by PlayCore...

### Features and Benefits:

- Inclusive Play System
- Includes Integrated Shades
- Includes Metal Roofs

Model: PS22100  
Use Zone: 91' X 73'  
Fall Height: 8'  
Age Group: 5 to 12 Years  
Number of Children: 120 to 125

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



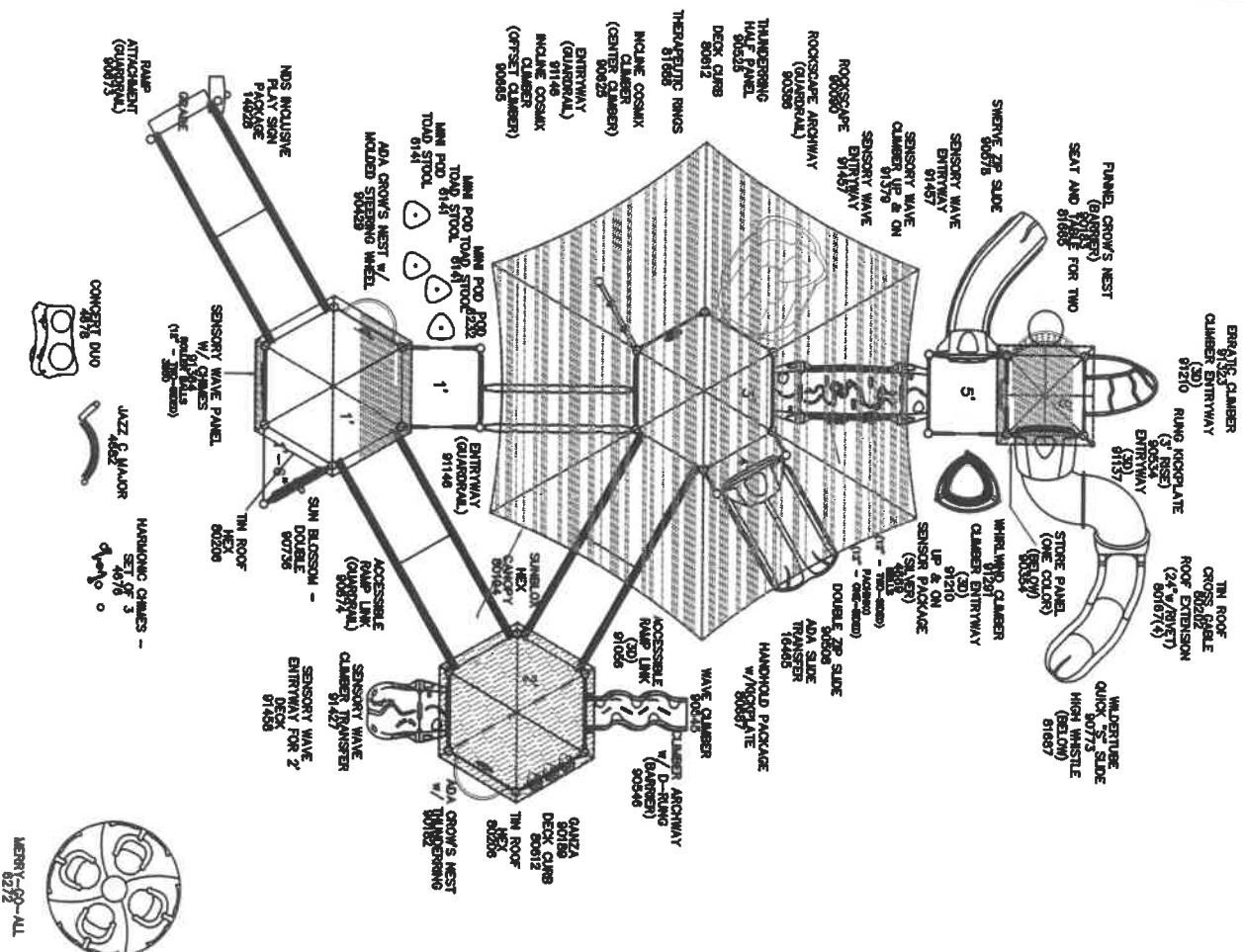
Designing award-winning playgrounds since 1929.



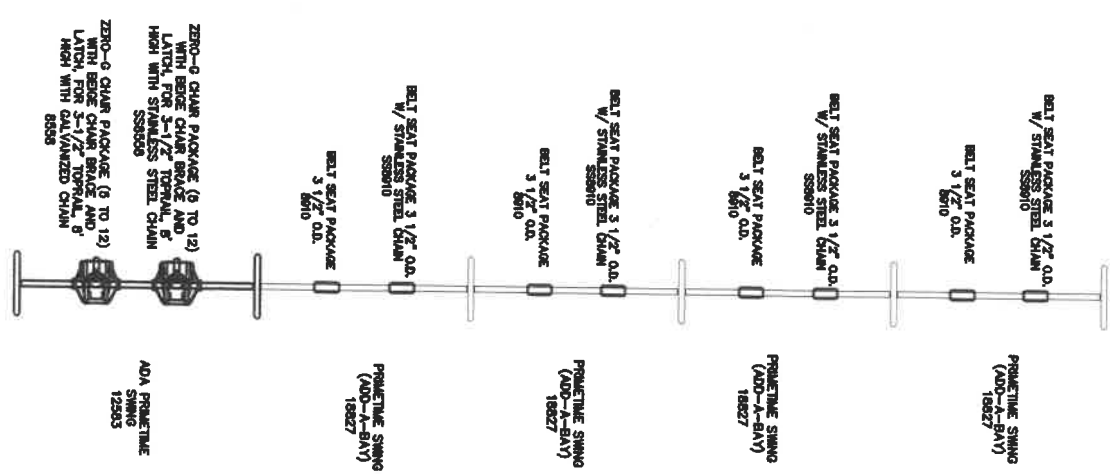
Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



MERRY-99-ALL 8272



BELT SEAT PACKAGE 3 1/2" O.D. W/ STAINLESS STEEL CHAIN  
SS8910  
PROJECTIVE SWING (ADD-A-SW) 18827

BELT SEAT PACKAGE 3 1/2" O.D.  
SS910

BELT SEAT PACKAGE 3 1/2" O.D. W/ STAINLESS STEEL CHAIN  
SS8910  
PROJECTIVE SWING (ADD-A-SW) 18827

BELT SEAT PACKAGE 3 1/2" O.D.  
SS910

BELT SEAT PACKAGE 3 1/2" O.D. W/ STAINLESS STEEL CHAIN  
SS8910  
PROJECTIVE SWING (ADD-A-SW) 18827

BELT SEAT PACKAGE 3 1/2" O.D.  
SS910

BELT SEAT PACKAGE 3 1/2" O.D. W/ STAINLESS STEEL CHAIN  
SS8910  
PROJECTIVE SWING (ADD-A-SW) 18827

BELT SEAT PACKAGE 3 1/2" O.D.  
SS910

ZERO-G CHAIR PACKAGE (9 TO 12) WITH BEIGE CHAIR BRACK AND B LATCH FOR 3-1/2" TORSION, 6" HIGH WITH STAINLESS STEEL CHAIN  
SS8908  
ADA PROJECTIVE SWING 12583

ZERO-G CHAIR PACKAGE (9 TO 12) WITH BEIGE CHAIR BRACK AND B LATCH FOR 3-1/2" TORSION, 6" HIGH WITH GALVANIZED CHAIN  
8898