



CITY COUNCIL MEETING
405 E. COLBY STREET, WHITEHALL, MI
CITY COUNCIL CHAMBERS
SEPTEMBER 26, 2023
6:00 p.m.

AGENDA

1. Meeting called to Order
 - Pledge of Allegiance
2. Approval of Agenda
3. Consent Agenda
 - Approval of the September 12, 2023 Work Session & Council Meeting Minutes
 - Approval of Accounts Payable
 - Communications: Central Dispatch Minutes; Marina Advisory Committee Minutes, White Lake Library Minutes (April, May, June)
4. Messages from the Mayor, Council, and City Manager
5. Public Comment *
6. Old Business
7. New Business
 - Resolution 23-34 Early Voting Site
 - Resolution 23-35 Township Water Service Agreement
8. Public Comment *
9. Adjournment

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

* **PUBLIC COMMENT:** Citizens wishing to speak on any subject matter or with regard to items on the agenda should use this opportunity. As a courtesy to the council, 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
September 12, 2023

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

ABSENT: None

ALSO PRESENT: Scott Huebler, Will Meier, and Brook Schiller

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

DISCUSSION ITEMS

White Lake Fire Authority Articles of Incorporation – Chief McCarthy presented the changes made to the WLFA Articles of Incorporation changes as requested by Council Member Connell. The major changes that have been made include a change of the timeline for review of said articles to once every 15 years. The board member seats were increased from 6 voters to 7 to remove the possibility of a tie. Fruitland Township will remain in control of the Chair seat as well as 2 additional member seats. The City of Whitehall and Whitehall Township will each have 2 members and be eligible to have the Vice Chair seat. Terms for all members increased from 1 to 5 years. All board members would be made signers on WLFA accounts for emergency purposes. Chief McCarthy also wanted the public and council to know that the WLFA intends to continue to serve the local municipalities within it's 54 square mile jurisdiction (largest in the county) with 5 min response times and the best trained firefighters and would like the articles to meet the needs of those municipalities now and in the future.

Movies in the Park – Council member Holmstrom provided an estimated equipment proposal and an idea on how sponsorships for movies in the park could work. He would like this item to be considered for the FY 24/25 budget. He believes this type of event could take place at Goodrich Park in the summer months and would encourage families to get together and food vendors to be on site. Council member Connell wondered if having the events at the Playhouse would be a better idea as it is not dependent on weather and could go year-round. It also has all the equipment available and would not require waiting until 10pm after the parks close to start a movie. Mullally and Salter supported looking further at this idea at budgeting time.

City Manager Review – Council member Brown noted that the City Manager's contract is the only place that states when/how the manager should be reviewed and would like a better process outlined and included in the City Charter as a standard that all council members have input. Council member Sikkenga agreed that there should be a written policy. Mayer Salter believes that the process should remain flexible for each Council to decide and include in the manager's contract.

CITY OF WHITEHALL
CITY COUNCIL WORK SESSION MINUTES
Council Chambers
September 12, 2023

INFORMATIONAL ITEMS

None

PUBLIC COMMENT

None

MEETING ADJOURNED AT 5:51 P.M.

Steven Salter, Mayor

Brook Schiller, Deputy City Clerk

CITY OF WHITEHALL
CITY COUNCIL MEETING MINUTES
Council Chambers
September 12, 2023

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

ABSENT: None

ALSO PRESENT: Scott Huebler, Will Meier, and Brook Schiller

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 agenda. All yeses

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the August 22 Council Meeting Minutes
- B. Accounts Payable - \$359,493.44
- C. Communications: Arts Council Thank You, Muskegon County Public Works Minutes, Planning Commission 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.

PUBLIC COMMENT:

County Commissioner Cyr announced the Muskegon County Resource Recovery Center's 50th Anniversary event coming up on September 30th. He also noted that 8 of the county departments have moved into the new space previously occupied by Baker College and encouraged community members to visit any of the committee and board meetings. The Muskegon County Hall of Justice is currently under construction with a façade improvement, a new court room, and offices on the 4th floor using their ARPA funds.

Tom Ziemer spoke about the Art Wall and provided photos of a similar project in Munising, MI for the council members to consider.

Jen Hain wanted the council and the community to know that several local groups of young people and students have been monitoring and covering vulgarity on the art wall.

OLD BUSINESS:

None

CITY OF WHITEHALL
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NEW BUSINESS:

A. Resolution 23-32 Cemetery Road Bids

Motion by Heidelberg, seconded by Sikkenga, CARRIED, to approve the bid made by Bob's Asphalt & Paving to remove and replace the cemetery roads in Oakhurst Cemetery.

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

B. Resolution 23-33 Goodrich Park Lights Bids

Motion by Holmstrom, seconded by Mullally, CARRIED, to approve the bid made by Korthase and Sons Co to remove and replace parking lot and pedestrian lights at Goodrich Park.

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

C. Road Closure Request

Motion by Mullally, seconded by Brown, CARRIED, to approve the road closure request from the White Lake Community Library for their National Good Neighbor Day "longest table" meal event. All yeses

PUBLIC COMMENT:

Tanya Cabala spoke about speeding and noise issues in the Alice & Warner area, the WMEAC recycling project, townhall webinar, and feedback survey.

Mark Nienhouse also commented on the speed on Warner Street.

Two students from Mr. Brunson's Montague High School class stood to be acknowledged.

ADJOURNMENT

Mayor Salter adjourned the Council Meeting at 6:32 pm.

Steven Salter, Mayor

Brook Schiller, Deputy City Clerk

CITY OF WHITEHALL
ACCOUNTS PAYABLE
September 26, 2023

September 2023 Prepaids

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash	Payroll	\$48,828.97	Transfer
IRS	Payroll	\$17,435.56	EFT
Alerus Financial	Payroll	\$6,597.46	EFT
MISDU	Payroll	\$61.84	9178

Total Prepaids:

\$72,923.83

Accounts Payable:

\$246,552.57

TOTAL ACCOUNTS PAYABLE

\$319,476.40

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

Vendor Code	Vendor Name	Description	Amount
AFLAC	AFLAC		
	224557	PREMIUM - SEPT 2023	399.12
TOTAL FOR: AFLAC			399.12
MISC	ALPINE PRINTING		
	66779	RETURN ENVELOPE/#9 - QTY 600	44.00
TOTAL FOR: ALPINE PRINTING			44.00
SEAV	ALYSSA SEAVER		
	SEPT-2023	FLEX - SEPT-2023	383.65
TOTAL FOR: ALYSSA SEAVER			383.65
HELLE	AMBER L HELLEWELL		
	REIMBURSEMENT	PROPS/SETS - BEAU JEST	14.99
TOTAL FOR: AMBER L HELLEWELL			14.99
BOARD	BOARDWELL MECHANICAL SERVICES, INC.		
	42834	BACK FLOW PREVENTER - 826 E LINCOLN	1,023.50
TOTAL FOR: BOARDWELL MECHANICAL SERVICES, INC.			1,023.50
BONFIRE	BONFIRE MUSIC GROUP		
	BON01785	MUSIC FFRI 10/6/23 - RACHEL DAVIS	750.00
TOTAL FOR: BONFIRE MUSIC GROUP			750.00
BOU	BRENDA BOURDON		
	REIMBURSEMENT	RECOUNT PAY REIMBURSEMENT	160.00
	REIMBURSEMENT	POSTAGE - REIMBURSEMENT (PRICE CHANGE)	33.00
	REIMBURSEMENT	MILEAGE REIMBURSEMENT - APRIL 23-AUG 24	405.80
TOTAL FOR: BRENDA BOURDON			598.80
ARMST	BRIAN ARMSTRONG		
	SEPT-2023	FLEX - SEPT 2023	248.52
TOTAL FOR: BRIAN ARMSTRONG			248.52
SCHILLER	BROOK SCHILLER		
	REIMBURSEMENT	RECALL PAY REIMBURSEMENT	160.00
	SEPT-2023	FLEX - SEPT-2023	314.33
TOTAL FOR: BROOK SCHILLER			474.33
CATCHMARK	CATCHMARK TECHNOLOGIES		
	8915 - 8917	LIVESTREAM/COUNCIL - SEPT-2023 / MARINA WIFI	1,020.00
TOTAL FOR: CATCHMARK TECHNOLOGIES			1,020.00
CHART	CHARTER COMMUNICATIONS		
	00538701091423	INTERNET - MARINA/DPW/PH	426.92
TOTAL FOR: CHARTER COMMUNICATIONS			426.92
MAHOC	CHRIS MAHONEY		
	SEPT-2023	FLEX - SEPT-2023	150.00
TOTAL FOR: CHRIS MAHONEY			150.00
CONSU	CONSUMER'S ENERGY		
	STATEMENT	PUBLIC UTILITIES	15,063.66
TOTAL FOR: CONSUMER'S ENERGY			15,063.66

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

Vendor Code	Vendor Name Invoice	Description	Amount
DELTA	DELTA DENTAL OCT-2023	DENTAL - OCTOBER-2023	1,897.23
TOTAL FOR: DELTA DENTAL			<u>1,897.23</u>
BOND	DONALD BOND REIMBURSEMENT SEPT-2023	WORKWEAR REIMBURSEMENT FLEX - SEPT-2023	132.24 299.73
TOTAL FOR: DONALD BOND			<u>431.97</u>
DORN	DORNBOS SIGN & SAFETY INC INV71875	SIGNS - HOWMET DELIVERIES (2)	282.09
TOTAL FOR: DORNBOS SIGN & SAFETY INC			<u>282.09</u>
EPS	ENGINEERED PROTECTION SYSTEMS INC. A1360037	SYSTEM MONITORING - 10/1-12/31/23	231.75
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC.			<u>231.75</u>
SHARPE	ERIN SHARPE CONTRACT	MUSICAL DIRECTOR - WIND IN THE WILLOWS	400.00
TOTAL FOR: ERIN SHARPE			<u>400.00</u>
ETNA	ETNA SUPPLY INC S105271247.001	YOKE GASKETS (100)	57.50
TOTAL FOR: ETNA SUPPLY INC			<u>57.50</u>
FFARM	FAMILY FARM AND HOME 479	TOW STRAP	59.99
TOTAL FOR: FAMILY FARM AND HOME			<u>59.99</u>
FRONT	FRONTIER STATEMENT STATEMENT	TELEPHONE TELEPHONE	122.42 80.73
TOTAL FOR: FRONTIER			<u>203.15</u>
GOV	GOVERNMENT FORMS AND SUPPLIES LLC 0342980	YEAR END FORMS - 1099, W2, ENVELOPES	98.85
TOTAL FOR: GOVERNMENT FORMS AND SUPPLIES LLC			<u>98.85</u>
HOME	HOME SERVICES OF WHITE LAKE 36832	UPS CHARGES	30.92
TOTAL FOR: HOME SERVICES OF WHITE LAKE			<u>30.92</u>
JJ'S ELEC	JJ'S ELECTRIC LLC AUG-2023	ELECTRICAL PERMITS - AUG-20233	1,192.80
TOTAL FOR: JJ'S ELECTRIC LLC			<u>1,192.80</u>
KONICA	KONICA MINOLTA BUSINESS SOLUTIONS 289186559 289326256	COPIER MAINT - #308 DPW DIGITAL SUPPORT SERVICE - #368/CITY HALL	4.84 21.57
TOTAL FOR: KONICA MINOLTA BUSINESS SOLUTIONS			<u>26.41</u>
KUER	KUERTH'S DISPOSAL INC. 41215	WASTE REMOVAL -AUG-2023 -DPW/PH/CH	385.00
TOTAL FOR: KUERTH'S DISPOSAL INC.			<u>385.00</u>

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

Vendor Code	Vendor Name	Invoice	Description	Amount
MEEKH	MEEKHOF TIRE OF MUSKEGON INC	23-0205160-081	TIRES/INSTALL - TRAILER 21-01	182.39
TOTAL FOR: MEEKHOF TIRE OF MUSKEGON INC				182.39
METL	MET LIFE	5399644	- OCT20 LIFE & DISABILITY INS - OCT-2023	845.56
TOTAL FOR: MET LIFE				845.56
MMLUNEM	MICHIGAN MUNICIPAL LEAGUE	801-057	-JUL-SE UNEMPLOYMENT INSURANCE JULY-SEPT-2023	54.91
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE				54.91
MICHI	MICHIGAN PIPE & VALVE GR, INC.	R014213	WATER VALVE - MEARS AVE	830.00
TOTAL FOR: MICHIGAN PIPE & VALVE GR, INC.				830.00
MUCTR	MUSKEGON CENTRAL DISPATCH	2300001705	CENTRAL DISPATCH FEES -OCT - 2023	3,786.33
TOTAL FOR: MUSKEGON CENTRAL DISPATCH				3,786.33
MUTRE	MUSKEGON COUNTY TREASURER'S	1010-123500	FINGER PRINTING - GIBSON	25.00
		5920-123500	HAULED WASTE - 556 GALLONS	31.69
TOTAL FOR: MUSKEGON COUNTY TREASURER'S				56.69
NADEA	NADEAU APPRAISAL SERVICE	23-5412	AAPPRAISAL REPORT - 104 N THOMPSON	1,600.00
TOTAL FOR: NADEAU APPRAISAL SERVICE				1,600.00
PARM	PARMENTER LAW	275054 - 275055	ATTORNEY FEES - GENERAL/PROSECUTION	3,775.00
TOTAL FOR: PARMENTER LAW				3,775.00
YOUNG	PAUL YOUNG	OPTICAL	OPTICAL - TIFFANY	250.00
		SEPT-2023	FLEX - SEPT-2023	104.17
TOTAL FOR: PAUL YOUNG				354.17
PETRO	PETRO TANK & LINE TESTING LLC	224649	SERVICE - FUEL SYSTEM	443.76
TOTAL FOR: PETRO TANK & LINE TESTING LLC				443.76
PREIN	PREIN & NEWHOF, PC	76785-86-91-92-	ENGINEERING SERVICES-COLBY SEWER/MARINA/MEARS	49,279.50
TOTAL FOR: PREIN & NEWHOF, PC				49,279.50
PSYCH	PSYCHOLOGICAL RESOURCES	2309136	EVALUATION - GIBSON	150.00
TOTAL FOR: PSYCHOLOGICAL RESOURCES				150.00
QUILL	QUILL CORPORATION	34590409	YEARLY PLANNERS (2)	61.98
TOTAL FOR: QUILL CORPORATION				61.98

CITY OF WHITEHALL ACCOUNTS PAYABLE
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Vendor Code	Vendor Name	Description	Amount
RAYME	RAYMER COMPANY		
	.24455	ANNUAL WELL & PUMP INSPECTION. TESTING. SERVI	1,375.00
TOTAL FOR: RAYMER COMPANY			1,375.00
REPC	REPCOLITE PAINTS INC		
	969969	PAINT - DOWNTOWN BRIDGE	544.50
TOTAL FOR: REPCOLITE PAINTS INC			544.50
ROTHB	RIVERS ACE		
	11020	PARTS	48.99
TOTAL FOR: RIVERS ACE			48.99
TUFT	ROBERT E TUFTS JR		
	AUG-2023	BUILDING PERMITS - AUG-2023	1,687.36
TOTAL FOR: ROBERT E TUFTS JR			1,687.36
SQUI	ROGER SQUIERS		
	SEPT-2023	FLEX - SEPT-2023	45.97
TOTAL FOR: ROGER SQUIERS			45.97
SHO	SHORELINE INSPECTION SERVICE LLC		
	AUG-2023	MECHANICAL & PLUMBING PERMITS AUG-2023	2,204.80
TOTAL FOR: SHORELINE INSPECTION SERVICE LLC			2,204.80
COLE	SOPHIA COLE		
	CONTRACT	SUMMER THEATRE INTERN /TECH CREW SUPPORT 2023	1,500.00
TOTAL FOR: SOPHIA COLE			1,500.00
STAND	STANDARD SUPPLY & LUMBER		
	2022468	LUMBER - PARKS	48.96
TOTAL FOR: STANDARD SUPPLY & LUMBER			48.96
STAPLADV	STAPLES CONTRACT & COMMERCIAL LLC		
	8071571528	TRASH BAGS - 8 CASES	243.36
	8071611385-6581	CALENDARS/PAPER/DRUM UNIT/POST-IT/PLANNERS	186.93
TOTAL FOR: STAPLES CONTRACT & COMMERCIAL LLC			430.29
MICH	STATE OF MICHIGAN		
	MDOT00342 -591;	CONSTRUCTION CONTRACT/ADVERTISING - MEARS AVE	138,163.80
TOTAL FOR: STATE OF MICHIGAN			138,163.80
TED	TED'S TREE SERVICE		
	1534	TREE REMOVAL/STUMP GRIND/TRIMMING - LIVINGSTO	2,989.00
TOTAL FOR: TED'S TREE SERVICE			2,989.00
QUINN	TYLER J QUINN		
	REIMBURSMENT	SOUND EQUIPMENT RENTAL/EFFECTS - BEAU JEST	33.00
TOTAL FOR: TYLER J QUINN			33.00
UNI	UNITED GROUP PROGRAMS, INC.		
	27101 - OCT-202	WRAP - OCT-2023	4,620.86
TOTAL FOR: UNITED GROUP PROGRAMS, INC.			4,620.86

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

Vendor Code	Vendor Name	Description	Amount
WESTMI	WEST MICHIGAN INTERNATIONAL		
	R102007737:01	TRUCK 12-18 - CAM SENSOR REPLACEMENT/LABOR	867.06
TOTAL FOR: WEST MICHIGAN INTERNATIONAL			867.06
WLFIR	WHITE LAKE FIRE AUTHORITY		
	AUG-2023	MECHANICAL FIRE SUPPRESSION PERMITS - AUG-202	200.00
TOTAL FOR: WHITE LAKE FIRE AUTHORITY			200.00
WHIVE	WHITEHALL VENTURES INC		
	SEPT-2023	LEASE -SEPT-2023	145.00
TOTAL FOR: WHITEHALL VENTURES INC			145.00
PURCHASE CARD VENDOR: CO-TCM TCM BANK. N.A			
MISC	AMAZON.COM		
	111-8798067-406	SPRAYER PART	98.98
TOTAL FOR: AMAZON.COM			98.98
AXON	AXON ENTERPRISE, INC.		
	16562	QTY 12 - CARTRIDGES	499.80
TOTAL FOR: AXON ENTERPRISE, INC.			499.80
MISC	CANVA.COM		
	STATEMENT	SUBSCRIPTION - TEAM LEVEL	119.99
TOTAL FOR: CANVA.COM			119.99
MISC	COMFORT INN		
	STATEMENT	HOTEL - THE CARPENTERS	1,368.32
TOTAL FOR: COMFORT INN			1,368.32
MISC	DOLLAR GENERAL		
	STATEMENT	NAPKINS/PLATES - WRAP PARTY	10.60
TOTAL FOR: DOLLAR GENERAL			10.60
FERGU	FERGUSON ENTERPRISES #2000		
	6953067	FREEZE KIT - WATER SERVICE REPAIRS	149.76
TOTAL FOR: FERGUSON ENTERPRISES #2000			149.76
GALLS	GALL'S, LLC		
	025308869	UNIFORM - SHIRT/PATCH	66.13
TOTAL FOR: GALL'S, LLC			66.13
GLOBAL	GLOBAL INDUSTRIAL		
	23577360	PET WASTE BAGS	34.29
TOTAL FOR: GLOBAL INDUSTRIAL			34.29
MISC	GRAND TRAVERSE RESORT & SPA		
	34XDH	LODGING/MML CONVENTION - SALTER	204.00
TOTAL FOR: GRAND TRAVERSE RESORT & SPA			204.00
MISC	MEIJER		
	STATEMENT	HOSPITALITY- BEAU JEST	98.82
TOTAL FOR: MEIJER			98.82

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

Vendor Code	Vendor Name	Description	Amount
MML	MICHIGAN MUNICIPAL LEAGUE		
	STATEMENT	SEMINAR MML REGISTRATION/HOTEL - SALTER	610.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			610.00
MONTF	MONTAGUE FOODS		
	STATEMENT	HOSPITALITY - BOOK OF WILL	192.33
	STATEMENT	PROPS - BEAU JEST	28.35
TOTAL FOR: MONTAGUE FOODS			220.68
MISC	MONTEC		
	STATEMENT	LONGEVITY GIFT - B.MAHONEY	62.01
TOTAL FOR: MONTEC			62.01
SAMS	SAM'S CLUB/GECF		
	10091941650	COFFEE (2) - DPW & CH	11.23
	10093439515	CH - TRASH BAGS (200CT)	17.98
	STATEMENT	PLAYHOUSE- CONCESSIONS/CLEANING SUPPLIES	260.56
TOTAL FOR: SAM'S CLUB/GECF			289.77
MISC	SHUTTERSTOCK		
	CS-0203A-5F9C	SUBSCRIPTION - MONTHLY FEE - AUGUST-2023	29.00
TOTAL FOR: SHUTTERSTOCK			29.00
MISC	SOARING EAGLE HOTEL		
	3715730	MAMC CONFERENCE HOTEL - BRENDA	172.33
TOTAL FOR: SOARING EAGLE HOTEL			172.33
MISC	SPOTIFY		
	183725231012610	SUBSCRIPTION - MONTHLY FEE-SEPT-2023	10.99
TOTAL FOR: SPOTIFY			10.99
MISC	THE UPS STORE		
	STATEMENT	WATER SAMPLES - UPS CHARGES	209.15
TOTAL FOR: THE UPS STORE			209.15
USPOS	UNITED STATES POSTMASTER		
	STATEMENT	POSTAGE	4.90
TOTAL FOR: UNITED STATES POSTMASTER			4.90
WALMART	WALMART		
	STATEMENT	QTY 3 - USB	16.88
	STATEMENT	WIPERS FOR CRUISER	56.14
TOTAL FOR: WALMART			73.02
TOTAL PURCHASE CARD VENDOR: CO-TCM TCM BANK. N.A			4,332.54
TOTAL - ALL VENDORS			246,552.57
FUND TOTALS:			
Fund 101 - GENERAL OPERATING FUND			22,872.43
Fund 202 - MAJOR STREET FUND			1,717.79
Fund 203 - LOCAL STREET FUND			1,300.00
Fund 247 - TAX INCREMENT FINANCE AUTHORITY #1			15,443.73
Fund 249 - BUILDING INSPECTION DEPARTMENT			5,284.96

OPEN
CITY OF WHITEHALL ACCOUNTS PAYABLE
COUNCIL MEETING OF SEPTEMBER 26, 2023

Vendor Code	Vendor Name	Description	Amount
Fund 250	- LOCAL DEVELOPMENT FINANCE AUTHORITY FUND		60.34
Fund 401	- CAPITAL PROJECTS FUND		169,366.15
Fund 580	- PLAYHOUSE		6,417.72
Fund 590	- SEWER FUND		4,766.53
Fund 591	- WATER FUND		15,520.03
Fund 594	- MARINA FUND		1,747.84
Fund 661	- MOTOR POOL FUND		2,055.05

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 000 648					
101-000-082.000	SIGNS - HOWMET DELIVERIES (2)	DORNOS SIGN & SAFETY IN	09/19/23	INV71875	282.09
101-000-231.017	DUE TO FLEX FUND	ALYSSA SEAVER	09/15/23	SEPT-2023	383.65
101-000-231.017	DUE TO FLEX FUND	BRIAN ARMSTRONG	09/15/23	SEPT-2023	248.52
101-000-231.017	DUE TO FLEX FUND	BROOK SCHILLER	09/15/23	SEPT-2023	314.33
101-000-231.017	DUE TO FLEX FUND	CHRIS MAHONEY	09/15/23	SEPT-2023	150.00
101-000-231.017	DUE TO FLEX FUND	DONALD BOND	09/15/23	SEPT-2023	299.73
101-000-231.017	DUE TO FLEX FUND	PAUL YOUNG	09/15/23	SEPT-2023	104.17
101-000-231.017	DUE TO FLEX FUND	ROGER SQUIERS	09/15/23	SEPT-2023	45.97
101-000-231.018	PREMIUM - SEPT-2023	AFLAC	09/12/23	224557	399.12
101-000-238.000	RECOUNT PAY REIMBURSEMENT	BRENDA BOURDON	01/06/23	REIMBURSEMENT	160.00
101-000-238.000	RECALL PAY REIMBURSEMENT	BROOK SCHILLER	01/06/23	REIMBURSEMENT	160.00
		Total For Dept 000 648			2,547.58
Dept 101 CITY COUNCIL					
101-101-760.000	SEMINAR MML REGISTRATION/HOTEL	MICHIGAN MUNICIPAL LEAGU	08/24/23	STATEMENT	610.00
101-101-962.000	LIVESTREAM COUNCIL-SEPT-2023	CATCHMARK TECHNOLOGIES	09/01/23	8915 - 8917	300.00
		Total For Dept 101 CITY COUNCIL			910.00
Dept 172 ADMINISTRATION					
101-172-727.000	PLANNER - HUEBLER	QUILL CORPORATION	09/14/23	34590409	30.99
101-172-727.000	NEWSLETTER PAPER (5)	STAPLES CONTRACT & COMME	09/19/23	8071611385-658187	37.18
101-172-904.000	YEAR END FORMS - 1099, W2	GOVERNMENT FORMS AND SUP	09/06/23	0342980	98.85
101-172-935.000	DIGITAL SUPPORT SERVICE - #368/	KONICA MINOLTA BUSINESS	09/16/23	289326256	21.57
		Total For Dept 172 ADMINISTRATION			188.59
Dept 203 ATTORNEY					
101-203-826.100	ATTORNEY FEES - GENERAL	PARMENTER LAW	09/06/23	275054 - 275055	1,170.00
		Total For Dept 203 ATTORNEY			1,170.00
Dept 215 CITY CLERK					
101-215-727.000	SUBSCRIPTION - TEAM LEVEL	CANVA.COM	09/08/23	STATEMENT	119.99
101-215-727.000	PLANNER	STAPLES CONTRACT & COMME	09/19/23	8071611385-658187	17.99
101-215-760.000	MAMC CONFERENCE HOTEL - BRENDA	SOARING EAGLE HOTEL	08/30/23	3715730	172.33
101-215-880.000	MILEAGE REIMBURSEMENT - APRIL 2	BRENDA BOURDON	03/27/23	REIMBURSEMENT	405.80
		Total For Dept 215 CITY CLERK			716.11
Dept 253 TREASURER					
101-253-727.000	CALENDARS (2)	STAPLES CONTRACT & COMME	09/19/23	8071611385-658187	34.98
101-253-760.000	LODGING/MML CONVENTION - SALTER	GRAND TRAVERSE RESORT &	08/24/23	34XDH	204.00
		Total For Dept 253 TREASURER			238.98
Dept 262 ELECTIONS					
101-262-728.000	RETURN ENVELOPE/#9 - QTY 600	ALPINE PRINTING	09/12/23	66779	44.00
101-262-728.000	POSTAGE & COPYING	BRENDA BOURDON	09/14/23	REIMBURSEMENT	33.00
		Total For Dept 262 ELECTIONS			77.00
Dept 265 CITY HALL BLDG & GROUNDS					
101-265-757.000	COFFEE - CH	SAM'S CLUB/GEFC	08/18/23	10091941650	5.61
101-265-757.000	CH - TRASH BAGS (200CT)	SAM'S CLUB/GEFC	08/24/23	10093439515	17.98
101-265-920.000	PUBLIC UTILITIES/100017760891	CONSUMER'S ENERGY	09/19/23	STATEMENT	1,040.38
		Total For Dept 265 CITY HALL BLDG & GROUNDS			1,063.97

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 266 DISTRICT COURT					
101-266-826.000	ATTORNEY FEES - PROSECUTION	PARMENTER LAW	09/06/23	275054 - 275055	2,605.00
			Total For Dept 266 DISTRICT COURT		2,605.00
Dept 270 FRINGE BENEFITS					
101-270-719.450	FRINGE-UNIFORMS	DONALD BOND	09/10/23	REIMBURSEMENT	132.24
101-270-719.603	FRINGE-HEALTH INS WRAP - OCT-20	UNITED GROUP PROGRAMS, I	10/01/23	27101 - OCT-2023	4,620.86
101-270-719.605	DENTAL INSURANCE - OCT-2023	DELTA DENTAL	10/01/23	OCT-2023	1,897.23
101-270-719.650	OPTICAL - TIFFANY	PAUL YOUNG	09/12/23	OPTICAL	250.00
101-270-719.680	FRINGE-LIFE INS OCT-2023	MET LIFE	09/15/23	5399644 - OCT2023	247.08
101-270-719.690	FRINGE-DISABILITY INS OCT-2023	MET LIFE	09/15/23	5399644 - OCT2023	598.48
101-270-719.800	UNEMPLOYMENT INSURANCE JULY-SEP	MICHIGAN MUNICIPAL LEAGU	09/30/23	801-057 -JUL--SEP2023	54.91
			Total For Dept 270 FRINGE BENEFITS		7,800.80
Dept 301 POLICE					
101-301-719.000	LONGEVITY GIFT - B.MAHONEY	MONTEC	08/29/23	STATEMENT	62.01
101-301-727.000	BROTHER DRUM UNIT	STAPLES CONTRACT & COMME	09/19/23	8071611385-658187	76.50
101-301-727.000	POSTAGE	UNITED STATES POSTMASTER	08/30/23	STATEMENT	4.90
101-301-727.000	QTY 3 - USB	WALMART	08/30/23	STATEMENT	16.88
101-301-757.000	QTY 12 - CARTRIDGES	AXON ENTERPRISE, INC.	08/22/23	16562	499.80
101-301-757.000	FINGER PRINTING - GIBSON	MUSKEGON COUNTY TREASURE	09/15/23	1010-123500	25.00
101-301-759.000	UNIFORM -SHIRT/PATCH	GALL'S, LLC	08/09/23	025308869	66.13
101-301-835.000	EVALUATION - GIBSON	PSYCHOLOGICAL RESOURCES	09/09/23	2309136	150.00
101-301-850.000	CENTRAL DISPATCH FEES - OCT-202	MUSKEGON CENTRAL DISPATCH	09/18/23	2300001705	3,786.33
101-301-933.000	WIPERS FOR CRUISER	WALMART	08/14/23	STATEMENT	56.14
			Total For Dept 301 POLICE		4,743.69
Dept 448 STREET LIGHTING					
101-448-920.000	PUBLIC UTILITIES/100017154418	CONSUMER'S ENERGY	09/19/23	STATEMENT	42.98
			Total For Dept 448 STREET LIGHTING		42.98
Dept 521 SANITATION					
101-521-818.000	WASTE REMOVAL & RECYCLING - CH	KUERTH'S DISPOSAL INC.	09/06/23	41215	34.50
			Total For Dept 521 SANITATION		34.50
Dept 567 CEMETERY					
101-567-920.000	PUBLIC UTILITIES/100016180844	CONSUMER'S ENERGY	09/19/23	STATEMENT	91.47
			Total For Dept 567 CEMETERY		91.47
Dept 751 PARKS DEPARTMENT					
101-751-757.000	PET WASTE BAGS	GLOBAL INDUSTRIAL	08/08/23	23577360	34.29
101-751-757.000	TRASH BAGS - 8 CASES	STAPLES CONTRACT & COMME	09/09/23	8071571528	121.68
101-751-775.000	LUMBER - PARKS	STANDARD SUPPLY & LUMBER	09/14/23	2022468	48.96
101-751-920.000	PUBLIC UTILITIES/100017154418	CONSUMER'S ENERGY	09/19/23	STATEMENT	359.20
			Total For Dept 751 PARKS DEPARTMENT		564.13
Dept 756 119 S BALDWIN ST					
101-756-920.000	PUBLIC UTILITIES/103021521192	CONSUMER'S ENERGY	09/19/23	STATEMENT	77.63
			Total For Dept 756 119 S BALDWIN ST		77.63
Fund 202 MAJOR STREET FUND					
			Total For Fund 101 GENERAL OPERATING FUND		22,872.43

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 202 MAJOR STREET FUND					
Dept 463 ROUTINE MAINT					
202-463-818.000	TREE REMOVAL/STUMP GRIND/TRIM - TED'S TREE SERVICE		09/22/23	1534	1,689.00
	Total For Dept 463 ROUTINE MAINT				1,689.00
Dept 494 TRUNKLINE SURFACE MAINTENANCE					
202-494-920.000	PUBLIC UTILITIES/100086335302 CONSUMER'S ENERGY		09/19/23	STATEMENT	28.79
	Total For Dept 494 TRUNKLINE SURFACE MAINTENANCE				28.79
Fund 203 LOCAL STREET FUND					
Dept 463 ROUTINE MAINT					
203-463-818.000	TREE REMOVE/STUMP GRND/TRIM - L TED'S TREE SERVICE		09/22/23	1534	1,300.00
	Total For Dept 463 ROUTINE MAINT				1,300.00
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1					
Dept 000 648					
247-000-818.100	AAPPRAISAL REPORT - 104 N THOMP NADEAU APPRAISAL SERVICE		09/12/23	23-5412	1,600.00
247-000-818.110	MARINA WIFE - MAINT CONTRACT AU CATCHMARK TECHNOLOGIES		09/01/23	8915 - 8917	720.00
247-000-818.400	LEASE -SEPT 2023 WHITEHALL VENTURES INC		09/01/23	SEPT-2023	145.00
247-000-820.000	ENGINEERING-MARINA PREIN & NEWHOF, PC		09/06/23	76785-86-91-92-94-97	1,395.00
247-000-820.300-D22	ENGINEERING-SAILAWAY/W COLBY PREIN & NEWHOF, PC		09/06/23	76785-86-91-92-94-97	10,592.00
	Total For Dept 000 648				14,452.00
Dept 525 DOWNTOWN STREETScape					
247-525-757.000	PAINT - DOWNTOWN BRIDGE REPCOLITE PAINTS INC		09/14/23	969969	544.50
247-525-757.000	TRASH BAGS - 8 CASES STAPLES CONTRACT & COMME		09/09/23	8071571528	121.68
247-525-921.000	PED LIGHTS/100015232430 CONSUMER'S ENERGY		09/19/23	STATEMENT	325.55
	Total For Dept 525 DOWNTOWN STREETScape				991.73
Fund 249 BUILDING INSPECTION DEPARTMENT					
Dept 000 648					
249-000-818.000	ELECTRICAL PERMITS - AUG-2023 JJ'S ELECTRIC LLC		09/01/23	AUG-2023	1,192.80
249-000-818.000	BUILDING PERMITS - AUG-2023 ROBERT E TUFTS JR		09/01/23	AUG-2023	1,687.36
249-000-818.000	MECHANICAL PERMITS -AUG-2023 SHORELINE INSPECTION SER		09/01/23	AUG-2023	2,204.80
249-000-818.000	MECHANICAL FIRE SUPPRESSION- JU WHITE LAKE FIRE AUTHORIT		09/01/23	AUG-2023	200.00
	Total For Dept 000 648				5,284.96
Fund 250 LOCAL DEVELOPMENT FINANCE AUTHORITY FUND					
Dept 000 648					
250-000-818.100	C/S-INDUSTRIAL PARK/1000164878 CONSUMER'S ENERGY		09/19/23	STATEMENT	60.34
	Total For Dept 000 648				60.34
Fund 401 CAPITAL PROJECTS FUND					
Dept 000 648					
401-000-818.000-B22	CONSTRUCTION CONTRACT - PH 1 STATE OF MICHIGAN		09/04/23	MDOT00342 -591:ACT51	138,163.80

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 401 CAPITAL PROJECTS FUND					
Dept 000 648					
401-000-820.000-B22	ENGINEERING FEES - MEARS	PREIN & NEWHOF, PC	09/06/23	76785-86-91-92-94-97	29,006.35
401-000-820.000-E22	ENGINEERING FEES - WARNER	PREIN & NEWHOF, PC	09/06/23	76785-86-91-92-94-97	2,196.00
		Total For Dept 000 648			169,366.15
		Total For Fund 401 CAPITAL PROJECTS FUND			169,366.15
Fund 580 PLAYHOUSE					
Dept 000 648					
580-000-708.100	SUMMER THEATRE INTERNSHIP 2023	SOPHIA COLE	09/07/23	CONTRACT	1,500.00
580-000-727.000	PLANNER	STAPLES CONTRACT & COMME	09/19/23	8071611385-658187	17.99
580-000-757.000	NAPKINS/PLATES - WRAP PARTY	DOLLAR GENERAL	08/23/23	STATEMENT	10.60
580-000-757.000	CLEANING SUPPLIES	SAM'S CLUB/GEFC	08/15/23	STATEMENT	45.90
580-000-757.000	SUBSCRIPTION - MONTHLY FEE - AU	SHUTTERSTOCK	08/04/23	CS-0203A-5F9C	29.00
580-000-757.050	HOTEL - THE CARPENTERS	COMFORT INN	09/08/23	STATEMENT	1,368.32
580-000-757.050	HOSPITALITY- BEAU JEST	MEIJER	08/10/23	STATEMENT	98.82
580-000-757.050	HOSPITALITY - BOOK OF WILL	MONTAGUE FOODS	08/12/23	STATEMENT	192.33
580-000-757.050	HOSPITALITY - CARPENTERS	SAM'S CLUB/GEFC	08/15/23	STATEMENT	44.96
580-000-757.300	PROPS/SETS - BEAU JEST	AMBER L HELLEWELL	09/20/23	REIMBURSEMENT	14.99
580-000-757.300	PROPS - BEAU JEST	MONTAGUE FOODS	08/16/23	STATEMENT	28.35
580-000-757.400	MUSICAL DIRECTOR - SUM23 - WIND	ERIN SHAREE	06/20/23	CONTRACT	400.00
580-000-757.500	OPERATING SUPPLIES-CONCESSIONS	SAM'S CLUB/GEFC	08/15/23	STATEMENT	169.70
580-000-818.000	WASTE REMOVAL & RECYCLING - PH	KUERTH'S DISPOSAL INC.	09/06/23	41215	34.50
580-000-818.600	SUBSCRIPTION - MONTHLY FEE-SEPT	SPOTIFY	08/29/23	1837252310126101-114	10.99
580-000-818.600	SOUND EQUIPMENT RENTAL/EFFECTS	TYLER J QUINN	09/20/23	REIMBURSEMENT	33.00
580-000-818.700	MUSIC FFRI 10/6/23 - RACHEL DAV	BONFIRE MUSIC GROUP	11/21/22	BON01785	750.00
580-000-850.000	INTERNET - PH	CHARTER COMMUNICATIONS	09/14/23	00538701091423	253.11
580-000-920.000	PUBLIC UTILITIES/100015238247	CONSUMER'S ENERGY	09/19/23	STATEMENT	1,183.41
580-000-931.000	SYSTEM MONITORING - 10/1-12/31/	ENGINEERED PROTECTION SY	09/01/23	AI360037	231.75
		Total For Dept 000 648			6,417.72
		Total For Fund 580 PLAYHOUSE			6,417.72
Fund 590 SEWER FUND					
Dept 552 SEWER CUSTOMER ACCOUNTS					
590-552-850.000	INTERNET - DPW	CHARTER COMMUNICATIONS	09/14/23	00538701091423	59.99
		Total For Dept 552 SEWER CUSTOMER ACCOUNTS			59.99
Dept 554 SEWER PUMPING					
590-554-818.000	HAULED WASTE - 556 GALLONS	MUSKEGON COUNTY TREASURE	09/15/23	5920-123500	31.69
590-554-920.000	PUBLIC UTILITIES/100015288960	CONSUMER'S ENERGY	09/19/23	STATEMENT	720.74
590-554-920.000	TELEPHONE	FRONTIER	09/04/23	STATEMENT	39.96
		Total For Dept 554 SEWER PUMPING			792.39
Dept 559 SEWER CONSTRUCTION					
590-559-820.000-E23	ENGINEERING FEES - COLBY SEWER	PREIN & NEWHOF, PC	09/06/23	76785-86-91-92-94-97	3,914.15
		Total For Dept 559 SEWER CONSTRUCTION			3,914.15
		Total For Fund 590 SEWER FUND			4,766.53
Fund 591 WATER FUND					
Dept 540 WATER ADMINISTRATION					
591-540-820.000	ENGINEERING FEES - DWAM	PREIN & NEWHOF, PC	09/06/23	76785-86-91-92-94-97	2,176.00

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 591 WATER FUND					
Dept 540 WATER ADMINISTRATION					
Dept 542 WATER CUSTOMER ACCOUNTS			Total For Dept 540 WATER ADMINISTRATION		2,176.00
591-542-850.000	INTERNET - DPW	CHARTER COMMUNICATIONS	09/14/23	00538701091423	59.99
Dept 546 WATER SOURCE PLANT			Total For Dept 542 WATER CUSTOMER ACCOUNTS		59.99
591-546-920.000	PUBLIC UTILITIES/100015972811	CONSUMER'S ENERGY	09/19/23	STATEMENT	9,608.21
Dept 548 WATER T & D			Total For Dept 546 WATER SOURCE PLANT		9,608.21
591-548-757.000	YOKE GASKETS (100)	ETNA SUPPLY INC	09/14/23	S105271247.001	57.50
591-548-775.000	FREEZE KIT - WATER SERVICE REPA	FERGUSON ENTERPRISES #20	08/22/23	6953067	149.76
591-548-775.000	UPS CHARGES	HOME SERVICES OF WHITE L	09/12/23	36832	30.92
591-548-775.000	WELL SAMPLES	THE UPS STORE	08/08/23	STATEMENT	209.15
591-548-818.000	BACK FLOW PREVENTER - 826 E LIN	BOARDWELL MECHANICAL SER	08/02/23	42834	1,023.50
591-548-818.000	ANNUAL WELL & PUMP INSPECTION.	RAYMER COMPANY	09/05/23	24455	1,375.00
Dept 549 WATER CONSTRUCTION			Total For Dept 548 WATER T & D		2,845.83
591-549-995.401	WATER VALVE - MEARS AVE	MICHIGAN PIPE & VALVE GR	09/12/23	R014213	830.00
Fund 594 MARINA FUND			Total For Dept 549 WATER CONSTRUCTION		830.00
Dept 000 648			Total For Fund 591 WATER FUND		15,520.03
594-000-757.800	SERVICE - FUEL SYSTEM/HOSE KINK	PETRO TANK & LINE TESTIN	09/06/23	224649	443.76
594-000-850.000	INTERNET - MARINA	CHARTER COMMUNICATIONS	09/14/23	00538701091423	53.83
594-000-850.000	TELEPHONE - 231.894.9689	FRONTIER	09/10/23	STATEMENT	80.73
594-000-920.000	PUBLIC UTILITIES/100000353241	CONSUMER'S ENERGY	09/19/23	STATEMENT	1,120.53
594-000-931.000	BUILDING MAINTENANCE - PARTS	RIVERS ACE	09/15/23	11020	48.99
Fund 661 MOTOR POOL FUND			Total For Dept 000 648		1,747.84
Dept 000 648			Total For Fund 594 MARINA FUND		1,747.84
661-000-727.000	PLANNER - ARMSTRONG	QUILL CORPORATION	09/14/23	34590409	30.99
661-000-727.000	POST ITS	STAPLES CONTRACT & COMME	09/19/23	8071611385-658187	2.29
661-000-757.000	TOW STRAP	FAMILY FARM AND HOME	09/07/23	479	59.99
661-000-757.000	COFFEE - DPW	SAM'S CLUB/GEFC	08/18/23	10091941650	5.62
661-000-818.000	WASTE REMOVAL - DPW	KUERTH'S DISPOSAL INC.	09/06/23	41215	316.00
661-000-850.000	TELEPHONE	FRONTIER	09/04/23	STATEMENT	82.46
661-000-920.000	PUBLIC UTILITIES/100016488254	CONSUMER'S ENERGY	09/19/23	STATEMENT	404.43
661-000-933.000	SPRAYER PART	AMAZON.COM	08/22/23	111-8798067-4064265	98.98
661-000-933.000	COPIER MAINTENANCE #308	KONICA MINOLTA BUSINESS	09/03/23	289186559	4.84
661-000-933.000	TIRES/INSTALL - TRAILER 21-01	MEEKHOF TIRE OF MUSKOGON	09/21/23	23-02005160-081	182.39
661-000-933.000	TRUCK 12-18 - CAM SENSOR REPLAC	WEST MICHIGAN INTERNATIO	09/15/23	R102007737:01	867.06
			Total For Dept 000 648		2,055.05

OPEN
CITY OF WHITEHALL ACCOUNTS PAYABLE
COUNCIL MEETING OF SEPTEMBER 26, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 661 MOTOR POOL FUND				Total For Fund 661 MOTOR POOL FUND	2,055.05

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF SEPTEMBER 26, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
	Fund Totals:				
	Fund 101 GENERAL OPERATING FUND				22,872.43
	Fund 202 MAJOR STREET FUND				1,717.79
	Fund 203 LOCAL STREET FUND				1,300.00
	Fund 247 TAX INCREMENT FINANCE				15,443.73
	Fund 249 BUILDING INSPECTION DE				5,284.96
	Fund 250 LOCAL DEVELOPMENT FINA				60.34
	Fund 401 CAPITAL PROJECTS FUND				169,366.15
	Fund 580 PLAYHOUSE				6,417.72
	Fund 590 SEWER FUND				4,766.53
	Fund 591 WATER FUND				15,520.03
	Fund 594 MARINA FUND				1,747.84
	Fund 661 MOTOR POOL FUND				2,055.05
	Total For All Funds:				246,552.57

Muskegon Central Dispatch 9-1-1
BOARD OF DIRECTORS
MEETING MINUTES
August 9, 2023

The August 9, 2023 Muskegon Central Dispatch 9-1-1 Board of Directors meeting held at Muskegon Central Dispatch 9-1-1 was called to order at 1:30 pm by Chairman Chandler.

Members present: Anthony Chandler, Dir. Admin Services, City of Norton Shores
Sam Janson, City Manager, City of North Muskegon
Tim Kozal, Public Safety Director, City of Muskegon
Scott Huebler, City Manager, City of Whitehall
Jared Olson, City Manager, City of Roosevelt Park
Chris Dean, Fire Chief, City of Muskegon Heights
Mike Stephens, Asst Post Commander, Michigan State Police
Jennifer Hodges, Township Supervisor, Muskegon Charter Township
Jeff Auch, City Manager, City of Montague

Absent: Todd Dunham, Supervisor, Fruitport Charter Township
Mark Eisenbarth, County Administrator, County of Muskegon

Staff present: Jason Wolford, Executive Director, Muskegon Central Dispatch 9-1-1
Nick Martin, Deputy Director, Muskegon Central Dispatch 9-1-1
Drew Roesler, Operations Manager, Muskegon Central Dispatch 9-1-1
Bill Rensberger, Technology Director, Muskegon Central Dispatch 9-1-1

Others present: None

APPROVAL OF THE AGENDA

Moved by Mr. Olson, seconded by Ms. Hodges, to approve the August 9, 2023 agenda as presented. Motion carried.

MINUTES OF JULY 19, 2023 MEETING

Moved by Mr. Janson, seconded by Mr. Huebler to approve the July 19, 2023 meeting minutes. Motion carried.

REPORTS

COORDINATING COMMITTEE MINUTES

The minutes for the Coordinating Committee meeting on August 1, 2023 were provided to the Board for information.

DIRECTOR'S REPORT

Full written report was provided. A brief staffing update was given by Director Wolford. We have several new hires beginning on the floor. Training is progressing as anticipated.

800 MHz IMPLEMENTATION COMMITTEE

Staff is meeting with Security and Emergency Management for Trinity Hospital soon about our radio system. They are exploring options to upgrade their systems to be more compatible with our Emergency Services.

CAD / RMS / JMS Committee

Many users in the County have been meeting regularly working on configurations of the new software. The vendor will have representatives on site the week of August 21 to assist our group with the process. Overall the process is going well, but the vendor has experienced some delays in preparing a crash and citation solution. We are waiting on a definitive timeline from Central Square.

Additionally, the CAD export for First Due has been built and is in testing.

FIRE RMS / MCT COMMITTEE

The Firehouse and Alpine databases have been pulled for use in the new system. There was a Command Summit hosted by First Due at Walker Fire Department on August 8. There were many users across the region to network with. It is anticipated some type of Users Group will be created in the coming months.

OLD BUSINESS

COMMUNITY ROOM TECHNOLOGY UPGRADE

This project has been completed. There was a scheduling conflict for this meeting, but we anticipate future meetings being held in the Community Room.

NEW BUSINESS

FY2024 BUDGET PROPOSAL

The budget proposal was presented to the Board. Director Wolford provided an overview of upcoming projects. Board members asked several questions.

Ms. Hodges asked about the overtime line in personnel services. Director Wolford explained the anticipated staffing levels and advised that if may need to be adjusted, but the current staffing model suggests a decrease in overtime costs next year. Ms. Hodges also asked about contracted services to White Lake Ambulance. While all user entities are seeing steady increases in assessments, it seems the White Lake Ambulance contract may need to be revisited to ensure they are sharing the costs. Director Wolford advised he will revisit the contract.

Mr. Chandler noted the retirement services line and confirmed we were meeting required employer contributions to MERS.

Mr. Kozal asked about the local community stabilization line item. The past 2 fiscal periods have not been as consistent due to some accounting practices changing at the County. That has been remedied to ensure we get the money as soon as it is received by them. MCD should see that line more consistent in the coming years due to those updated practices.

Moved by Mr. Dean, seconded by Mr. Janson to approve the FY2024 Budget as presented. Motion carried.

IT SECURITY UPDATE

Technology Director Rensberger presented information regarding a security incident on July 23. A report from a 3rd party was provided regarding what had happened. Many proactive measures have been implemented, and more will be forthcoming to ensure the security of our data network.

NOVEMBER MEETING DATE

Staff discussed the November meeting and some scheduling conflicts. It was decided to hold the Coordinating Committee meeting on November 1, 2023 and to hold the Board of Directors meeting on November 8.

COMMENTS

ADMINISTRATIVE

The County has decided on a new Emergency Manager. Renee Gavin has accepted the position, pending a County Board meeting later in the month. Additionally, Marc Vanderstelt was selected as the NSPD Police Chief effective October 1 following Chief Gale's retirement. MCD staff look forward to working with both new appointments in the future.

PUBLIC

None.

NEXT MEETING

The next meeting will be held on September 13, 2023 at 1:30pm in the Muskegon Central Fire Community Room.

ADJOURNMENT

The meeting adjourned at 2:00 pm.

Respectfully submitted,

Nicholas Martin, Deputy Director

Date

Anthony Chandler, Chairman

Date

CITY OF WHITEHALL
Marina Advisory Committee
September 13, 2023

Present

G. Johnson, G. Langlois, M. Morin, S. Salter

Absent

J. Hanson, J. Holmstrom, D. Martin

Also Present

S. Huebler

The meeting was called to order by Chair Salter at 6:30 p.m.

Approval of Agenda

Motion by Johnson, second by Morin, **CARRIED**, to approve the agenda as submitted. All voted yes.

Approval of Minutes

Motion by Morin, second by Johnson, **CARRIED**, to approve the April 2023 minutes as submitted. All voted yes.

Communications

Marina Managers Report

City Manager Huebler gave a recap of the season. Updates on the West Pier Grant and Goodrich Park Grant were provided. Plans to replace the lights in the marina, park, and parking lot were discussed. Permits for repairs to the fishing deck have been obtained. Hopes are to have this project bid out and completed before winter. Budget numbers show a profit of \$30,000 for the season mostly from fuels as boaters are returning to boating rather than staying dockside all summer. The Committee agreed that there is no need at this time to replace the washer or dryer and that it might be cheaper to repair than replace should they break down.

Unfinished Business

New Business

Public Comment

Adjournment

There being no further business, Chair salter adjourned the meeting at 7:11 p.m.

DRAFT

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.

Minutes of the White Lake Community Library Library Board Meeting Wednesday, April 26, 2023 at 5:15 PM

Board Members Present: Brian Hosticka, Annlyn McKenzie, Norm Kittleson, Bobbie Allred, Lynnette Johnson, Ray Veeder, Charles Ayres, Ruth Grenell

Staff Present: Virginia DeMumbrum, Pam Osborn, Mary Gorman

- 1. President Brian Hosticka called the April 26, 2023 Library Board Meeting to order at 5:16 PM and led the pledge of allegiance.**

- 2. Approval of the Consent Agenda**

Motion to approve the Consent Agenda by Ruth Grenell

Seconded by Ray Veeder

Motion passed.

- a. Agenda
- b. Minutes of the March 22, 2023 board meeting
- c. Treasurer's Report for March, 2023
- d. Financial Statements for March 2023
- e. Bills to be Paid in the amount of \$16,817.67
- f. Correspondence -none

- 3. Reports**

- a. Director's Report - attached
- b. Policy/Personnel Committee-No report.
- c. Finance Committee -Treasurer Norm Kittleson commented on a future meeting to be determined.
- d. Government Liaison Committee- No report at this time.
- e. Board Development Committee -No report. Discussion of the position of Bobbie Allred to remain secretary which will require a policy adjustment on the requirement of signatures for financial accounts.

- 4. Unfinished Business**

- a. New Child/Vulnerable Adult Safety Policy (voice vote)

Motion to approve New Child/Vulnerable Adult Safety Policy by Lynnette Johnson

Seconded by Annlyn McKenzie

Motion passed.

b. HealthiestYou Benefit Plan (roll call)

Motion to approve HealthiestYou Benefit Plan by Ruth Grenell
Seconded by Ray Veeder

Roll Call Votes:
Charles Ayres-yes
Ray Veeder-yes
Ruth Grenell-yes
Lynnette Johnson-yes
Bobbie Allred-abstain
Norm Kittleson-yes
Annlyn McKenzie-yes
Brian Hosticka-yes

Motion passed.

5. New Business

a. Annual Report / Appointing Authority Visits

Virginia distributed appointing packets to present to municipalities. Board members should present in either May or June by coordinating with other appointee, municipalities, and library director as to the date of presentation.

6. Public Comment – Mary Gorman, Youth Program Coordinator gave comment on future programs for the children's department, one of which is pop up story hour at various locations in the community.

7. Adjournment

Motion for adjournment by Ray Veeder
Seconded by Bobbie Allred

Meeting adjourned at 5:54 PM.

Next Meeting: Wednesday, May 24 at 5:15 pm

**Respectfully Submitted,
Bobbie Allred**

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.

Minutes of the White Lake Community Library Library Board Meeting Wednesday, May 24, 2023 at 5:15

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

Absent: Norm Kittleson, Ruth Grenell, Charles Ayres

Staff Present: Virginia DeMumbrum, Beth Pierson, Pam Osborn

1. Call to Order

Meeting was called to order by President Brian Hosticka at 5:15 PM

2. Pledge of Allegiance

3. Approval of Consent Agenda

- a. Agenda
- b. Minutes of the April 26, 2023 board meeting
- c. Treasurer's Report for April, 2023
- d. Financial Statements for April 2023
- e. Bills to be paid. Total amount of checks approved/signed in the amount of \$10,999.27
- f. Correspondence-Community Foundation 1st Quarter Statement, card from patron
- g. Updated board member contact and committee info
- h. Summary of Director Reviews
- i. Library of Michigan trustee and financial management manuals

Motion to Approve Consent Agenda made by Annlyn McKenzie

Seconded by Ray Veeder

Approval of all but item c. for verification of numbers

Motion made to approve Consent Agenda withholding item c. made by Lynnette Johnson

Seconded by Ray Veeder

Motion passed

4. Reports

- a. Director's Report-attached
- b. Policy/Personnel Committee-Ray Veeder no report
- c. Finance Committee-Annlyn McKenzie remarked on changes in finance policy to be voted on and Virginia to research banking/investment options.

- d. Government Liaison Committee-No report
- e. Board Development Committee-No report

5. Unfinished Business-None

6. New Business

- a. Updated Finance Policy (voice vote)
Virginia noted to reference Agenda Report- Banking and Investment Options for future plans/ideas
Motion to accept updated Finance Policy made by Annlyn McKenzie
Seconded by Lynnette Johnson
Motion passed
- b. Resolution 2023-05, Authorized Check Signers-updated
Motion to approve Resolution 2023-05 made by Annlyn McKenzie
Seconded by Ray Veeder
Roll call vote:
 - Ray-yes
 - Lynnette-yes
 - Bobbie-yes
 - Annlyn-yes
 - Brian-yes
- c. Banking/Investing Options
Motion made to approve money transfer up to, but not exceeding \$200,000 to Lake Michigan Credit Union Money Market Account made by Annlyn McKenzie
Seconded by Ray Veeder
Roll call vote:
 - Ray-yes
 - Lynnette-yes
 - Bobbie-yes
 - Annlyn-yes
 - Brian-yes
- d. Updated Request for Reconsideration of Library Material form
Motion to approve made by Lynnette Johnson
Seconded by Annlyn McKenzie
Motion passed

7. Public Comment

- 5 members of the public in attendance. Comments made by:
- Beth P. youth librarian, blurb published accomplishments
 - Gene W. comments for the board on age appropriate guideline
 - Cathy C. gave packet to board on various books, request for guideline
 - Martie D. commented on books in appropriate age category

8. Adjournment

Motion to adjourn made by Annlyn McKenzie

Seconded by Ray Veeder

Meeting adjourned at 6:00 PM.

Next Meeting: Wednesday, June 28th, 2023 at 5:15 PM

Respectfully Submitted,
Bobbie Allred

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 Minutes of the Library Board Meeting Wednesday, June 28, 2023 at 5:15

Present: Brian Hosticka, Norm Kittleson, Charles Ayres, Ruth Grenell, Ray Veeder

Absent: Annlyn McKenzie, Bobbie Allred, Lynnette Johnson

Staff Present: Virginia DeMumbrum, Pam Osborn, Cara O'Brien

1. **Call to Order** Meeting was called to order by President Brian Hosticka at 5:15 PM
2. **Pledge of Allegiance**
3. **Approval of the Consent Agenda**
 - a. Agenda
 - b. Minutes of the May 24, 2023 board meeting
 - c. Treasurer's Report for April, 2023
 - d. Treasurer's Report for May, 2023
 - e. Financial Statements for May, 2023
 - f. Bills to be Paid in the amount of **\$14,083.14**
 - g. Correspondence – "kudos" notes

Motion to approve Consent Agenda made by Ruth Grenell

Seconded by Ray Veeder

Motion passes

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. Resolution 2023-06, Summer Budget Amendment (roll call)

Motion to approve Resolution 2023-06 made by Ruth Grenell

Seconded by Norm Kittleson

Roll Call Vote:

Brian-yes

Ray-yes

Charles-yes

Norm-yes

Ruth-yes

Resolution passes

b. Foster Swift Conflict of Interest Waiver (voice vote)

Motion to approve Foster Swift Conflict of Interest Waiver made by Norm Kittleson
Seconded by Ray Veeder
Motion passes

7. **Public Comment** - *If you wish to address the board on any matter, please state your name and limit your comments to 5 minutes.*

Cara O.- decorations
Beattles- Uncle Sam Parade

8. **Adjournment**

Motion to adjourn made by Ruth Grenell
Seconded by Ray Veeder
Motion passes
Meeting adjourned at 5:33 PM

Minutes taken by Ruth Grenell

Next Meeting: Wednesday, July 26 at 5:15 PM

Respectfully Submitted,
Bobbie Allred

CITY OF WHITEHALL
RESOLUTION 2023-34
EARLY VOTING SITE

WHEREAS, the City of Whitehall Clerk is responsible for administering early voting in this municipality for state and federal elections, pursuant to MI Constitution Sec. 4 and Public Act 81 (2023).

WHEREAS, a stand-alone early voting site would cost the City over \$63,000 for the three state and federal elections in 2024, but through collaboration with the County and 21 other municipalities, the expense for these elections would decrease to \$8,500.

WHEREAS, the Muskegon County Early Voting Site is centrally located within the County, located in the Student Center of the County's Marquette campus, 1903 Marquette Avenue, Muskegon, MI, and fulfills additional security requirements as a public building and its proximity to law enforcement.

NOW, THEREFORE, LET IT BE RESOLVED

that the City of Whitehall shall partner with Muskegon County to conduct the constitutionally mandated early voting for all future state and federal elections beginning with the 2024 Presidential Primary.

BE IT FURTHER RESOLVED

that the Clerk is authorized to sign the Early Voting Site Agreement for Election Services between Muskegon County and expend necessary funds budgeted to ensure the City of Whitehall can cover their shared costs in utilizing the Muskegon County Early Voting Site.

Moved by _____, seconded by _____, and thereafter adopted by the Whitehall City Council at a regular meeting held on September 26, 2023 at 6:00 p.m. (___ yes; ___ no; ___ absent).

Steve Salter, Mayor

Brenda Bourdon, City Clerk

EARLY VOTING SITE AGREEMENT FOR ELECTION SERVICES

between

MUSKEGON COUNTY

and

THE TOWNSHIPS OF BLUE LAKE, CASNOVIA, CEDAR CREEK, EGELSTON, FRUITLAND, FRUITPORT CHARTER, LAKETON, MONTAGUE, MOORLAND, MUSKEGON CHARTER, RAVENNA, SULLIVAN, WHITE RIVER, AND WHITEHALL; AND THE CITIES OF MONTAGUE, MUSKEGON, MUSKEGON HEIGHTS, NORTH MUSKEGON, NORTON SHORES, ROOSEVELT PARK, AND WHITEHALL

This County Early Voting Site Agreement for Election Services (the "Agreement") is made by and between Muskegon County [1903 Marquette Avenue, Muskegon, MI 49442], and the Township of Blue Lake [1491 Owasippe Road, Twin Lake, MI 49457], the Township of Casnovia [245 S Canada Road, Casnovia, MI 49318], the Township of Cedar Creek [6556 Sweeter Road, Twin Lake, MI 49457], the Township of Egelston [5428 E Apple Avenue, Muskegon, MI 49442], the Township of Fruitland [4545 Nestrom Road, Whitehall, MI 49461], the Charter Township of Fruitport [5865 Airline Road, Fruitport, MI 49415], the Township of Laketon [2735 W Giles Road, Muskegon, MI 49445], the Township of Montague [8915 Whitebeck Road, Montgue, MI 49437], the Township of Moorland [12416 E Apple Avenue, Ravenna, MI 49451], the Charter Township of Muskegon [1990 Apple Avenue, Muskegon, MI 49442], the Township of Ravenna [3770 Blackmer Road, Ravenna, MI 49451], the Township of Sullivan [8138 Heights Ravenna Road, Ravenna, MI 49451], the Township of White River [7386 Post Road, Montgue, MI 49437], the Township of Whitehall [7644 Durham Road, Whitehall, MI 49461], the City of Montague [8778 Ferry Street, Montague, MI 49437], the City of Muskegon [PO Box 536, Muskegon, MI 49443-0536], City of Muskegon Heights [2724 Peck Street, Muskegon Heights, MI 49444], the City of North Muskegon [2603 Ruddiman Drive, North Muskegon, MI 49445], the City of Norton Shores [4814 Henry Street, Norton Shores, MI 49441], the City of Roosevelt Park [900 Oak Ridge Road, Muskegon, MI 49441], and the City of Whitehall [405 E Colby Street, Whitehall, MI 49461] (collectively, the "Municipalities"). In this Agreement, the County and each Municipality will be represented by their respective clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The County and the Municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963, and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint early voting site.

Name of County
MUSKEGON

Name of Municipality	Number of precincts in Municipality	Number of registered electors in Municipality as of the effective date of this Agreement
Township of Blue Lake	1	2104

Township of Casnovia	1	2103
Township of Cedar Creek	1	2895
Township of Egelston	3	9149
Township of Fruitland	2	5019
Charter Township of Fruitport	5	12336
Township of Laketon	3	6536
Township of Montague	1	1350
Township of Moorland	1	1337
Charter Township of Muskegon	7	14589
Township of Ravenna	1	2371
Township of Sullivan	1	2245
Township of White River	1	1271
Township of Whitehall	1	1540
City of Montague	1	1960
City of Muskegon	14	28067
City of Muskegon Heights	4	9211
City of North Muskegon	2	3298
City of Norton Shores	9	21128
City of Roosevelt Park	2	3396
City of Whitehall	1	2478

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the Muskegon County Clerk or individual appointed by the Muskegon County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating Municipalities.
 - 1.3 **Board of County Election Commissioners** means the Muskegon Board of County Election Commissioners.
 - 1.4 **County Board of Canvassers** means the Muskegon County Board of Canvassers.
 - 1.5 **County Clerk** means the Muskegon County Clerk.
 - 1.6 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in the County or Municipalities, as described in MCL 168.720a *et seq.*
 - 1.7 **Election Commission** means the Muskegon County Election Commission.
 - 1.8 **Election Services** encompasses election in Muskegon County provided by the County or the respective elections divisions of each Municipality.
 - 1.9 **Municipality** means any of the Municipalities.
 - 1.10 **QVF** means the Qualified Voter File as described in MCL 168.509m.

1.11 **QVF Controller** means the individual appointed by the County Clerk and identified as the QVF administrator of early voting information within the QVF.

1.12 **Site Supervisor** means the municipal clerk, member of the municipal clerk's staff or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting.

2. **PARTIES TO AN AGREEMENT.**

2.1 A Municipality located in multiple counties can only enter a county agreement for early voting with one of the counties in which the Municipality is located. If a Municipality enters into a county agreement for early voting with a different county, this Agreement is void as to that Municipality.

3. **SCOPE OF THE AGREEMENT.**

3.1 The parties must decide among themselves and include in the Agreement the elections to which the Agreement applies. Early voting must be provided for all statewide and federal elections, but parties may extend early voting to non-statewide elections at their discretion.

4. **COORDINATOR.**

4.1 Lori Hayes will serve as Coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating Municipalities.

4.1.1 In the event that that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.

4.2 If the Coordinator becomes unavailable for any reason, the County clerk will appoint the new coordinator.

4.2.1 Karen D Buie, Muskegon County Clerk as backup coordinator, would assume the responsibilities of coordinator. If the backup coordinator is unavailable for any reason, the county clerk will appoint the new coordinator.

5. **QUALIFIED VOTER FILE CONTROLLER.**

5.1 Lori Hayes will serve as the QVF administrator of early voting information within the QVF. The QVF controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the sites designated in the Agreement.

6. **DETERMINATION AND APPROVAL OF EARLY VOTING SITES.**

6.1 The County Clerk, after consulting the municipal clerks, must submit each early voting site location to the Board of County Election Commissioners for approval.

6.2 Each early voting site may serve all electors covered by the Agreement, the electors in specific Municipalities, the electors of one Municipality, or any combination of these options, as long as each elector in the County is served by one or more early voting sites.

7. APPOINTMENT OF ELECTION INSPECTORS.

- 7.1** The Board of County Election Commissioners is responsible for the appointment of election inspectors.
- 7.2** At least 31 days before each statewide and federal election, the Board of County Election Commissioners must appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, is required for the efficient, speedy, and proper conduct of the election.
- 7.3** The Board of County Election Commissioners will further designate one appointed election inspector from each precinct as chairperson.

8. APPROVAL OF EARLY VOTING HOURS.

- 8.1** Prior to the submission of an Agreement or early voting plan, the County Clerk and the clerks of the Municipalities will do all the following:
 - 8.1.1** For the statutorily required nine consecutive early voting days, decide among themselves the hours that early voting will be provided at the approved joint early voting site or sites. These nine days will begin on the second Saturday before a statewide or federal election and will end on the Sunday before the same.
 - 8.1.2** For any elections held pursuant to this Agreement in addition to statewide and federal elections, the County Clerk, and the clerk(s) of the Municipality/Municipalities for which the election is being held will decide by vote the hours of early voting.

9. NOTICE OF EARLY VOTING HOURS.

- 9.1** Not less than 45 days before the first early voting day allowed by statute, the County Clerk and the clerk of each Municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the County's and each Municipality's website and any other publication or posting the County Clerk and municipal clerks consider advisable.

10. BUDGET AND COST SHARING.

- 10.1** The County Clerk and the clerks of the Municipalities designate the County as the party responsible for requesting and dispensing all funds related to early voting. The Municipalities shall share the costs equally among themselves; however, the County agrees to utilize any known funding source from the State of Michigan before seeking reimbursements from the Municipalities in this Agreement.
- 10.2** The parties agree that the Muskegon County Treasurer may withhold funds otherwise payable to a Municipality from the next tax disbursement monies due to that Municipality when early voting reimbursement is not made by that Municipality within 6 months of the reimbursement request date to satisfy any outstanding amounts due to the County from that Municipality pursuant to the terms of this Agreement.

11. STAFFING AND SUPERVISION.

- 11.1** The Coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).
- 11.2** The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 11.3** The site supervisors for early voting sites must be listed in the early voting plan.

12. TABULATORS AND EARLY VOTING POLL BOOKS AT EARLY VOTING SITE(S).

- 12.1** Prior to the submission of the early voting plan, the County Clerk and the clerks of the Municipalities will do all the following:
 - 12.1.1** Determine the number of tabulators and early voting poll books or other voting equipment that are necessary at each early voting site.
 - 12.1.2** Determine whether the County will provide the tabulators and early voting poll books or other voting equipment.
- 12.2** The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 12.3** The Coordinator will be responsible for downloading the early voting poll book.
 - 12.3.1** If the Coordinator is not a clerk, the County Clerk and the clerks of the Municipalities must decide among themselves which clerk is responsible for downloading the early voting poll book.
- 12.4** Tabulators and early voting poll books used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY.

- 13.1** During Early Voting, the Coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8), MCL 168.720j(9), MCL 168.730j(11), and any instructions issued by the Secretary of State.
- 13.2** During Early Voting, the Coordinator must ensure that specified election materials are stored in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS.

- 14.1** The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.
- 14.2** At the conclusion of Election Day, the Coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.
- 14.3** The County Clerk shall retain all ballots and election documents related to each required election for the period of retention immediately following an election until the Secretary of State through the Bureau of Elections releases the security of said election, at which

time the ballots shall be released to the custody of each Municipality's clerk for the remainder of the required retention period.

15. INSURANCE.

15.1 The Municipalities will include the County and its officers, employees, agents, and assigns as additional named insureds on their respective liability insurance policies. The required insurance policies shall have commercial general liability policy limits of not less than \$1,000,000.00. The County will include the City/Township and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Muskegon County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the Municipalities and Muskegon County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Muskegon County or the Municipalities may reasonably require per this Agreement.

16. EXECUTION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

16.1 This Agreement must be finalized and signed by the County and all Municipalities:

16.1.1 No later than 125 days before the first regularly scheduled statewide or federal election in each even numbered year.

16.1.2 No later than 90 days before a special statewide or federal election.

17. EARLY VOTING PLAN.

17.1 No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an early voting plan is filed with the County Clerk.

18. NOTICE TO SECRETARY OF STATE OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

18.1 Not less than 45 days before the first early voting day allowed by statute, the County Clerk will be responsible for providing the Secretary of State any changes made to a previously submitted early voting plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the County and Municipalities.

19. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

19.1 This Agreement and any amendments will be effective when signed and executed by all parties with resolutions passed by the legislative bodies of each Municipality or other written notice evidencing each Municipality's legislative body's approval, except as otherwise specified below. The approval and terms of this Agreement, and any amendments, except as specified below, will be entered in the official minutes of the legislative bodies of each Municipality.

19.2 This Agreement will stay in effect unless and until it is cancelled, modified, or terminated. An agreement may provide that the agreement has **no fixed termination date.**

20. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.

- 20.1** If the County Clerk withdraws from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each Municipality must submit a revised early voting plan to the Department of State outlining the manner in which early voting will be provided.
- 20.2** If the Municipalities collectively or individually wish to terminate this Agreement for any reason, the clerk of each Municipality must submit a revised early voting plan to the Department of State outlining the manner in which early voting will be provided.
- 20.3** If a Municipality withdraws from the Agreement for any reason, the clerk of the Municipality withdrawing from the Agreement must submit a revised early voting plan to the Department of State outlining the manner in which early voting will be provided. A Municipality may withdraw from the Agreement by providing at least 30 days' written notice to the other parties to the Agreement.
- 20.4** A party may not withdraw from the Agreement during the period beginning 150 days before the first statewide November election in an even numbered year and ending on the completion of the county canvass for the statewide general November election in that even numbered year.
- 20.5** If the Agreement covers any elections in addition to statewide and federal elections, a party may not withdraw from the Agreement during the period beginning 150 days before the election covered under the Agreement and ending on the completion of the county canvass for that election.

Printed name of County Clerk	Signature of County Clerk	Date
Printed name of Clerk 1	Signature of Clerk 1	Date
Printed name of Clerk 2	Signature of Clerk 2	Date
Printed name of Clerk 3	Signature of Clerk 3	Date
Printed name of Clerk 4	Signature of Clerk 4	Date
Printed name of Clerk 5	Signature of Clerk 5	Date
Printed name of Clerk 6	Signature of Clerk 6	Date

Printed name of Clerk 7	Signature of Clerk 7	Date
Printed name of Clerk 8	Signature of Clerk 8	Date
Printed name of Clerk 9	Signature of Clerk 9	Date
Printed name of Clerk 10	Signature of Clerk 10	Date
Printed name of Clerk 11	Signature of Clerk 11	Date
Printed name of Clerk 12	Signature of Clerk 12	Date
Printed name of Clerk 13	Signature of Clerk 13	Date
Printed name of Clerk 14	Signature of Clerk 14	Date
Printed name of Clerk 15	Signature of Clerk 15	Date
Printed name of Clerk 16	Signature of Clerk 16	Date
Printed name of Clerk 17	Signature of Clerk 17	Date
Printed name of Clerk 18	Signature of Clerk 18	Date
Printed name of Clerk 19	Signature of Clerk 19	Date
Printed name of Clerk 20	Signature of Clerk 20	Date
Printed name of Clerk 21	Signature of Clerk 21	Date

CITY OF WHITEHALL
RESOLUTION 2023-35
TOWNSHIP WATER SERVICE AGREEMENT

- WHEREAS, a 25 year Water Service Agreement between the City of Whitehall and Whitehall Township expires at the end of this year.
- WHEREAS, the City and Township desire to continue the provision of potable water by the City into the Township.
- WHEREAS, the City Manager, City Public Works Director, and Township Supervisor negotiated a new 25 year Agreement.
- WHEREAS, the Agreement has been reviewed by the City Attorney with recommended changes included.
- WHEREAS, City Manager Huebler and Public Works Director Armstrong recommend approval of the Agreement as submitted.

NOW, THEREFORE, LET IT BE RESOLVED

that the Whitehall City Council hereby approves the 2023 Water Service Agreement as attached to and considered a part of this Resolution, authorizing the execution of the Agreement by the Mayor and City Clerk, subject to like approval and execution by Whitehall Township.

BE IT FURTHER RESOLVED

that any minor changes requested by the Township approved by the City Manager, Public Works Director, and City Attorney will not require secondary review and approval by the City Council.

Moved by _____, seconded by _____, and thereafter adopted by the Whitehall City Council at a regular meeting held on September 26, 2023 at 6:00 p.m. (___ yes; ___ no; ___ absent).

Steve Salter, Mayor

Brenda Bourdon, City Clerk

WHITEHALL TOWNSHIP AND CITY OF WHITEHALL
WATER SERVICE AGREEMENT
SUBSTANTIVE CHANGES

- Eliminated “Service Area”
 - The entire Township will be included in the Agreement

- Eliminated reference to “franchise”
 - Unaware that the Township granted a franchise
 - Legal opinion that a franchise is not necessary with the Agreement
- Added that the City will be the exclusive provider of municipal water
 - Protects the investment on behalf of the City
- Eliminated option for Township to administer billing
- Eliminated 1% City admin fee on any Township charges
- Eliminated fire hydrant fee
- Eliminated indemnity clause
 - Legal opinion that governmental entities can’t indemnify other parties
- Eliminated requirement to exchange audits
 - Matches current practice
- Eliminated annual committee meeting
 - Replace with meeting between Public Works Director and Supervisor
 - Matches current practice
- Extended the term for another 25 years

**WHITEHALL TOWNSHIP AND CITY OF WHITEHALL
WATER SERVICE AGREEMENT**

October 2023

THIS AGREEMENT, is made between the CITY OF WHITEHALL, a Michigan municipal corporation (hereafter referred to as "CITY") and the TOWNSHIP OF WHITEHALL, a Michigan Township (hereafter referred to as "TOWNSHIP"), both located in Muskegon County, Michigan.

WHEREAS, the CITY owns and operates a public water supply system consisting of a series of mains, meters, towers, and wells (hereafter referred to as the "CITY SYSTEM")

WHEREAS, a 25 year AGREEMENT between the CITY and TOWNSHIP for the provision of water by the CITY into the TOWNSHIP is due to expire at the end of 2023.

WHEREAS, the CITY and TOWNSHIP desire to enter into this AGREEMENT to continue the provision of water by the CITY into the TOWNSHIP.

WHEREAS, the CITY SYSTEM includes a water well and associated water mains which it paid for and operates in the TOWNSHIP.

WHEREAS, the CITY may desire to locate and construct one or more additional water wells and associated water mains within the TOWNSHIP.

WHEREAS, the TOWNSHIP has adopted an Aquifer Protection Ordinance which controls the operation of municipal wells.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed as follows:

PROVISION OF WATER

Subject to the terms specified, the CITY agrees to provide potable water (hereafter referred to as "WATER SERVICE") as necessary for all water customers located in the TOWNSHIP, the service area as depicted in Exhibit A.

The TOWNSHIP's WATER SERVICE shall be obtained from the CITY by connecting to CITY water mains, as depicted in Exhibit B, Customers within the TOWNSHIP shall be treated in the same manner as customers located within the CITY in all respects including but not limited to water purity, billing procedures, classifications and rates, water availability, hook-up rates, and procedures except that TOWNSHIP customers shall pay two times the commodity charge as customers within the CITY pay.

The CITY and TOWNSHIP mutually agree and understand that during the term of this AGREEMENT, the CITY will be the exclusive provider of municipal water in the TOWNSHIP.

COMMENCEMENT OF SERVICE

Water service pursuant to this AGREEMENT shall continue from the CITY mains and commence within 30 days after completion of construction and approval by the Michigan Department of Environment, Great Lakes, and Energy (hereafter referred to as "EGLE") for new mains, and when the TOWNSHIP elects to connect to the CITY mains.

CONNECTION OF WATER CUSTOMERS

The TOWNSHIP shall have the right, but not the obligation, to connect and obtain WATER SERVICE for all potential water customers located in the TOWNSHIP.

The TOWNSHIP shall have the right on behalf of potential water customers in the TOWNSHIP who cannot be served directly from the CITY SYSTEM to acquire, install, construct, extend, maintain and connect additional water mains to the CITY SYSTEM, at no cost to the CITY. (hereafter referred to as the "TOWNSHIP SYSTEM") in the TOWNSHIP as it shall determine necessary to serve water customers located in the TOWNSHIP. The TOWNSHIP SYSTEM shall be constructed in accordance with all applicable state laws, rules, and regulations and in accordance with the reasonable engineering requirements of the CITY.

Plans and specifications for all construction of the TOWNSHIP SYSTEM must be approved by the CITY, which approval shall not be unreasonably withheld. The CITY shall have 45 days after the TOWNSHIP has completed the plans and specifications to advise the TOWNSHIP of its approval, or of changes which are necessary in order to secure approval and the reasons for the changes.

The TOWNSHIP shall also obtain the approval of EGLE, or any successor having supervisory responsibility of public water systems in Michigan, before proceeding with construction of the TOWNSHIP SYSTEM. After approval of the plans by EGLE, the TOWNSHIP shall be authorized to proceed with construction. If EGLE shall impose requirements which contradict or are inconsistent with the requirements of the CITY, then the requirements and restrictions of EGLE shall control, provided the TOWNSHIP shall not construct a system that is inferior to the system design standard used within the CITY. To the extent practicable, the TOWNSHIP SYSTEM shall match city specifications so as to standardize maintenance requirements.

The CITY or its designated contractor shall make all required taps to the CITY mains and shall bill the TOWNSHIP for the actual costs of the taps.

The CITY and the TOWNSHIP shall work cooperatively with respect to all connections, and all other matters controlled by this AGREEMENT.

The CITY shall manage the administrative affairs of the TOWNSHIP SYSTEM including the processing of applications for connections, billings, and monitoring usage. The CITY shall provide for the payment of water bills.

MANAGEMENT

The CITY retains full discretion to make all management decisions pertaining to the operation of the CITY and TOWNSHIP SYSTEMS, and all decisions pertaining to quality control, including but not limited to the manner and type of treatment being given to and type or quality of additives, if any, to be inserted in the water furnished under this AGREEMENT, subject only to compliance with EGLE or any successor, regarding requirements for the operation of public water supply systems.

MAINTENANCE, REPAIR, SERVICE, and REPLACEMENT

The CITY shall provide all maintenance, repair (including water main breaks caused by thawing or freezing ground) and service necessary for the proper, efficient and lawful operation of the TOWNSHIP SYSTEM as originally constructed or expanded pursuant to this AGREEMENT, on the same basis and with the same regularity as it maintains the CITY SYSTEM. Maintenance, service and repair of the TOWNSHIP SYSTEM shall include all reasonable and customary work, steps and actions necessary to keep and maintain the TOWNSHIP SYSTEM in good condition and repair, and shall be made without cost or expense to the TOWNSHIP or any additional charge to TOWNSHIP water customers beyond their regular water rates. Repair and restoration of water mains and their appurtenances which are a part of the TOWNSHIP SYSTEM necessary on account of explosion, earthquake, catastrophic disaster, faulty system design, improper construction, and/or material flaws attributable to the original construction of the TOWNSHIP SYSTEM, shall be at the sole expense of the TOWNSHIP

WATER RATES

TOWNSHIP water customers provided with water pursuant to this AGREEMENT shall be billed by the CITY for water consumed as measured by individual water meters on the same basis, with the same customer classifications and on the same terms as those customers of the CITY as listed in Exhibit C. The TOWNSHIP may, at its election, add additional charges to the TOWNSHIP customers' bills. The proceeds shall be remitted by the CITY to the TOWNSHIP no later than 60 days following collection. The CITY shall provide its own meter reading services as required to bill the TOWNSHIP water customers pursuant to this AGREEMENT. Defective meters shall be repaired or replaced by the CITY in the same manner as CITY customers. TOWNSHIP customers shall pay two times the commodity charge as customers within the CITY pay.

WATER SERVICE INSTALLATION

Applications for water service by customers in the TOWNSHIP shall be made to the CITY. Copies of new applications shall be provided by the CITY to the TOWNSHIP on a monthly basis.

The installation and setting of the water meters and the inspection for and elimination of cross connections shall be completed by the CITY. All water meters utilized shall be of a kind, type, and quality approved by the CITY and subject to the same conditions applied to the CITY's customers in terms of any charge for use or a deposit

The TOWNSHIP and the CITY shall exercise due care in completing all water connections and shall cooperate together with completing connections as quickly and efficiently as possible.

The CITY shall inspect each individual water connection and approve or disapprove of them according to the CITY's guidelines and rules governing connections.

The CITY shall have the use of all public land and rights of way owned by the TOWNSHIP for water system extensions to future wells, without cost, except for restoration and normal

costs associated with construction. The TOWNSHIP will not interfere with the CITY's application for permits from the County or State for use of County or State rights of way or public land for CITY construction, operation and maintenance of the CITY SYSTEM. The TOWNSHIP agrees not to unreasonably withhold approval from the CITY to provide for further extensions of CITY water mains and wells within the TOWNSHIP.

The CITY shall have continuous use and ownership rights to any of its wells and mains located within the TOWNSHIP for so long as the CITY has the need for them, before and after the termination of this Agreement. Nothing prevents the CITY from abandoning its SYSTEM or a portion of its SYSTEM within the TOWNSHIP so long as the services within the TOWNSHIP provided for in this AGREEMENT are not materially and negatively affected. The CITY reserves the right to sell or otherwise transfer its SYSTEM or a portion of its SYSTEM, under the terms and conditions within its Charter, to another governmental utility, providing that the services within the TOWNSHIP provided for in this AGREEMENT are not materially and negatively affected.

FIRE HYDRANTS

The TOWNSHIP shall have the right to acquire and install fire hydrants on the water mains to be acquired and constructed as part of the TOWNSHIP SYSTEM in the TOWNSHIP provided that the cost of the installation shall be at the expense of the TOWNSHIP. Relocation of a fire hydrant, whether permanently or temporarily, shall be paid for by the party on whose behalf the relocation is made. After initial installation by the TOWNSHIP, if any fire hydrant in the TOWNSHIP is damaged, defective, or otherwise requires repair or replacement, the CITY shall complete the repair or replacement at its expense and shall be entitled to pursue remedies against the person or entity causing the damage. The CITY shall perform all preventive maintenance required with respect to any fire hydrant. If the TOWNSHIP ascertains that a fire hydrant is damaged or has become defective, the CITY shall be immediately notified and shall, as soon as reasonably possible, repair or replace the fire hydrant. The TOWNSHIP and the CITY shall have the joint right to use fire hydrants on water mains within the TOWNSHIP and on streets along common boundaries.

WATER CUSTOMER BILLING

Water customers in the TOWNSHIP shall be billed with the same frequency and in the same manner as the CITY's water customers. Bills shall be payable within the same time limits and with the same penalties for late payment as are provided for those water customers located within the CITY. The CITY shall consider, review, and conclude all disputes, disagreements, or other complaints concerning water billing or water service in the same manner as it resolves disputes, disagreements and complaints in connection with its water customers. Employees of the CITY shall have the right to enter upon public and private property in the TOWNSHIP to perform the CITY's duties pursuant to this AGREEMENT, to read the water meters of the water customers in the TOWNSHIP, to check for cross-connections, and perform customary services incidental to the construction and/or operation of the TOWNSHIP and CITY SYSTEMS.

RESTRICTIONS CONCERNING WATER CUSTOMERS

Water customers in the TOWNSHIP provided with water service pursuant to this AGREEMENT shall comply with all present and future ordinances, rules and regulations which are applicable to the CITY's water customers and which are appropriate for water customers in the TOWNSHIP. The TOWNSHIP shall adopt ordinances necessary to enforce ordinances, rules or regulations of the CITY. Ordinances passed by the TOWNSHIP pursuant to this AGREEMENT shall parallel to the CITY's ordinances and specifically authorize the CITY to monitor and enforce compliance with the TOWNSHIP's ordinances as an agent of the TOWNSHIP.

Unless this AGREEMENT is amended by the CITY and TOWNSHIP, the maximum water capacity to be provided to the TOWNSHIP in annualized average daily demand (hereafter referred to as ADD) shall be 313,000 gallons per day. The ADD shall be computed by the quarterly meter readings within the TOWNSHIP divided by the number of days between meter readings. The ADD from four consecutive quarters in the previous calendar year shall be added together and divided by four to arrive at the annualized ADD over a calendar year. If the 313,000 gallons per day ADD is exceeded for the previous calendar year, the TOWNSHIP customers shall be surcharged an additional 25% on the next quarterly bills for water use for the following calendar year. The CITY may prohibit new customers from connecting to the TOWNSHIP SYSTEM and/or expansions of multi-family, commercial, industrial, or public buildings served by the TOWNSHIP SYSTEM, until a revised or amended water service agreement is negotiated addressing the need for additional capacity.

In order to minimize the possible exceedance of the limit of the 313,000 gallons per day ADD, the TOWNSHIP and the CITY shall commence negotiations on an amended agreement addressing additional capacity when the ADD for four consecutive calendar quarters exceeds 282,000 gallons per day.

DELINQUENT BILLS

If any water customer in the TOWNSHIP neglects or refuses to make payment of a water bill, then the CITY shall have the right, after giving notice on the same basis as would apply to its own water customers, to shut off water to that customer. The CITY shall notify the TOWNSHIP in a timely manner of any shutoffs within the TOWNSHIP.

In the event that a shut-off does not compel payment of a water billing, including interest and penalties, within 30 days from the date of the shut-off, then the CITY shall notify the TOWNSHIP, which shall reimburse the CITY within 30 days of the notice of the outstanding balance including interest and penalties. Reimbursement by the TOWNSHIP shall constitute an assignment by the CITY to the TOWNSHIP of all of the CITY's rights and remedies against the delinquent water customer, including the right of the TOWNSHIP to sue the water customer for the amount of the reimbursement. The CITY shall not reconnect water service to the property without TOWNSHIP approval.

The CITY shall have the right to impose and collect from the water customers in the TOWNSHIP charges it imposes on water customers in its own corporate limits for water service shut-off and turn-on.

TERM of AGREEMENT

This AGREEMENT shall continue through December 31, 2048 and may be extended by mutual consent of both parties.

If the CITY and TOWNSHIP are unable to reach an agreement after both parties have negotiated in good faith to provide the TOWNSHIP with additional water capacity over 313,000 gallons per day, then the CITY or TOWNSHIP may provide written notice to the other of its intent to terminate this AGREEMENT. Termination shall be no less than twelve months from the date of the notice. Notice shall be sent by registered mail - one copy to the City or Township Clerk and one copy to the Mayor or Supervisor, as applicable, with the mailing addressed to the TOWNSHIP or CITY offices. The termination of this AGREEMENT shall provide for the separation of the CITY and TOWNSHIP SYSTEMS in such a manner as to protect the operational and financial integrity of each SYSTEM, and preserve the health, safety and welfare of the citizens in both communities.

The TOWNSHIP may elect to become a wholesale purchaser of water and create and operate its own water department. In the event the TOWNSHIP desires to become a wholesale customer, it shall provide written notice to the CITY by registered mail - one copy to the City Clerk and one copy to the Mayor, with the mailing addressed to the City offices. In the event that the TOWNSHIP elects to become a wholesale purchaser, both sides pledge to negotiate in good faith a new Wholesale Water Service Agreement to replace this AGRREMENT.

TOWNSHIP has passed and will maintain an ordinance specifically authorizing CITY employees and/or agents to enter the TOWNSHIP, as agents of the TOWNSHIP, for purposes of enforcing the terms and conditions of this AGREEMENT, including but not limited to shutting off water service to delinquent water customers within the TOWNSHIP.

INTERRUPTION and INSUFFICIENT SUPPLY

The CITY does not guarantee continuous service during breakdown or other emergencies, nor warrant against any interruption in service arising out of such breakdown or other emergency. In the event of water scarcity due to drought, breakdowns of wells or storage tanks, inadequate well or water storage capacity, or other event which causes water scarcity, then the CITY and TOWNSHIP customers shall equitably bear the burden of the scarcity. The TOWNSHIP shall promptly adopt emergency or permanent rules, regulations or ordinances as necessary to correspond with similar rules, regulations or ordinances adopted by the CITY, in order to deal with a water scarcity.

LIABILITY

The TOWNSHIP assumes all risk and liability for injury or damage to persons or property with respect to all parts of the TOWNSHIP SYSTEM and its installations.

The CITY assumes all risk and liability for injury or damage to persons or property with respect to all parts of the CITY SYSTEM and its installations. With respect to the CITY's repair, service, and maintenance of the TOWNSHIP SYSTEM, meter reading and the performance of its other duties and responsibilities pursuant to this AGREEMENT, the CITY accepts limited liability as a contractor for the performance of its duties, construction and repair in a workman like manner consistent with standard practices and procedures within the water utility industry.

PERMITS for FUTURE CITY WELLS

This AGREEMENT serves as a permit from the TOWNSHIP to the CITY under the TOWNSHIP Aquifer Protection Ordinance to install and operate water wells in the TOWNSHIP. Prior to construction and/or drilling and commencement of the use of any additional water wells in the TOWNSHIP by the CITY, the TOWNSHIP shall be notified at least 75 days in advance so that the TOWNSHIP may, at its expense or the expense of nearby residents, obtain baseline water production tests for the land owners in the vicinity. For a period of 36 months after construction of a CITY well in the TOWNSHIP, if a land owner in the vicinity of the well claims that production in their water well has been impaired as a result of the operation of the CITY's well, then the CITY and TOWNSHIP shall appoint representatives to attempt to make non-binding findings of fact and non-binding recommendations of remedy to both the CITY and TOWNSHIP of possible resolutions to the landowner's concerns. Under no circumstances shall this provision alter or otherwise effect applicable periods of limitation, nor create any third-party beneficiary rights.

FUTURE WATER SHORTAGE and WELL CAPACITY

In order to foster effective communication and adequately plan for future water service needs, the CITY Public Works Director and TOWNSHIP Supervisor shall meet on annual basis to discuss the prior year's water usage and future needs.

Should a CITY water main be needed by the TOWNSHIP for service to its customers and the TOWNSHIP requires that the CITY main be oversized, then the TOWNSHIP shall be responsible for the additional costs of the over sizing.

NOTICES

Unless otherwise specified, all notices, statements, bills or other documents required or permitted shall be in writing and may be served in person, by certified mail, or by regular mail addressed to the respective parties.

AMENDMENTS

This AGREEMENT may be amended by mutual consent of the parties. Amendments or addenda shall be in writing and signed by both parties.

GOVERNING LAWS

This AGREEMENT shall be construed, governed and controlled by the laws of the State of Michigan.

BINDING EFFECT

This AGREEMENT shall inure to the benefit of and be binding upon the parties and their successors. All the representations, agreements, and covenants contained shall survive the execution of this AGREEMENT.

MISCELLANEOUS

The captions in this AGREEMENT are for convenience only and shall not be considered as part of this AGREEMENT or in any way amplifying or modifying the terms and provisions. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall only be necessary to produce one counterpart of this AGREEMENT in order to enforce this AGREEMENT. This AGREEMENT represents the entire understanding and agreement between the parties.

ARBITRATION

In the event of a dispute between the CITY and the TOWNSHIP regarding the terms and/or conditions of this AGREEMENT, the parties shall submit the matter to binding arbitration. In the event that the CITY and the TOWNSHIP can agree on the identity of a single arbitrator, then the CITY and the TOWNSHIP shall each pay one-half of the arbitrator's fees and costs. In the event that the CITY and TOWNSHIP are unable to agree as to the identity of a single arbitrator, then the CITY and TOWNSHIP shall each name an arbitrator, who shall be paid separately by them. The two arbitrators shall between them select a third arbitrator, the cost of which shall be paid equally by the CITY and the TOWNSHIP. All arbitrators shall be and agree to be neutral and independent. Except as otherwise provided, arbitration shall proceed and be enforced pursuant to the terms of MSA 27A.5001; MCL 600.5001, et. seq.

IN WITNESS WHEREOF, The CITY OF WHITEHALL has set its hand and seal this 26th day of October, 2023.

Mayor Steven Salter

City Clerk Brenda Bourdon

IN WITNESS WHEREOF, The TOWNSHIP OF WHITEHALL has set its hand and seal this 25th day of October, 2023.

Supervisor Arnold Erb

Township Clerk Ilene Nichols

**EXHIBIT A
WATER SERVICE AREA**

PENDING

**EXHIBIT B
WATER MAIN LOCATIONS**

PENDING

EXHIBIT C
TOWNSHIP RATES, CHARGES, and FEES

	<u>TOWNSHIP RATE</u>
AVAILABILITY FEE Reimbursement, in part, for Main Construction	Same as City Rate
COMMODITY CHARGE Operation, Maintenance, Replacement, Debt	2.0 Times City Rate
FIRE SERVICE LINE RATE Quarterly Charge for Fire Sprinkling Service 4" or less, 6", and 8" Service Lines	Same as City Rate
INDUSTRIAL PROCESSING METER CHARGE Meter and Installation for Water not going to the Sewer	Same as City Rate
INSIDE METER FEE Meter and Installation inside a Building	Same as City Rate
INSPECTION FEE Inspection of Connection to Main	Same as City Rate
LAWN IRRIGATION METER FEE Meter, Pit, and Installation	Same as City Rate
OUTSIDE METER PIT FEE Meter, Pit, and Installation	Same as City Rate
SECONDARY METER SURCHARGE Quarterly Charge for each Secondary Meter	Same as City Rate
STUB FEE Charge to Connect Customer to Main	Same as City Rate
TRUNKAGE FEE Reimbursement, in part, for Major Infrastructure; such as Towers, Wells, Booster Pumps, etc.	Same as City Rate