



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

#### AGENDA

1. Meeting called to Order
  - Pledge of Allegiance
2. Approval of Agenda
3. Consent Agenda
  - Approval of the November 14 Council Meeting Minutes
  - Approval of Accounts Payable
  - Communications: City Financials Quarterly Update, Wastewater Management Committee Minutes
4. Messages from the Mayor, Council, and City Manager
5. Public Comment \*
6. Old Business
7. New Business
  - Resolution 23-42 WLFA Authority
  - Resolution 23-43 Township Water Service Agreement
  - Public Road Request
8. Public Comment \*
9. Adjournment

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

\* **PUBLIC COMMENT:** Citizens wishing to speak on any subject matter or with regard to items on the agenda should use this opportunity. As a courtesy to the council, state your name, and direct your comments to the board. Please limit comments to three minutes. If you have questions or issues that need to be addressed, contact City Hall during regular business hours.

CITY OF WHITEHALL  
CITY COUNCIL MEETING MINUTES  
Council Chambers  
November 14, 2023

PRESENT: Scott Brown, Tanya Cabala, Steve Salter, Stephen Sikkenga and Tom Ziemer

ABSENT: Debi Hillebrand, Jeff Holmstrom

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

Clerk Bourdon called the meeting to order at 6:00 p.m.

OATHS OF OFFICE

- A. Mayor Steve Salter
- B. Council Members Tanya Cabala and Tom Ziemer

SELECTION OF MAYOR PRO-TEM

Motion by Sikkenga, seconded by Brown, CARRIED, to nominate Jeff Holmstrom as Mayor Pro-Tem. Yes – 5; No – 0; Absent – 2, Hillebrand, Holmstrom

APPROVAL OF THE AGENDA

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

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the October 24 Council Meeting Minutes
- B. Accounts Payable - \$204,193.31
- C. Communications: None

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

MESSAGES FROM THE MAYOR, COUNCIL, AND CITY MANAGER

Motion by Brown, seconded by Cabala, CARRIED, to excuse Debi Hillebrand from the following meetings: 11/14, 12/12, 2/13 & 2/27. All yeses

Comments were received from the Manager, Mayor, and Council.

Brandon Parsons, Police Officer, was recognized for 15 years of service. Paul Young, DPW Crew Leader, was recognized for 20 years of service.

Mayor Salter recognized Dick Connell for four years of service on council.

PUBLIC COMMENT:

None

OLD BUSINESS:

None

NEW BUSINESS:

Resolution 23-40 Meeting Schedule

Motion by Sikkenga, seconded by Brown, CARRIED, to approve the 2023/24 Meeting Schedule as submitted.

Roll Call Vote: Yes – Sikkenga, Brown, Ziemer, Cabala, and Salter; No – None; Absent – Hillebrand, Holmstrom

Based on a letter received from LOVE Inc requesting the zoning permit fee of \$30 be waived for building a ramp for a Whitehall resident, the motion was made by Sikkenga, seconded by Brown, and CARRIED, to waive the fee. All yeses

PUBLIC COMMENT:

None

ADJOURNMENT

Mayor Salter adjourned the Council Meeting at 6:21 pm.

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Steven Salter, Mayor

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Brenda Bourdon, City Clerk

CITY OF WHITEHALL  
ACCOUNTS PAYABLE  
November 28, 2023

**November 2023 Prepaids**

<u>VENDOR NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash	Payroll	\$50,731.08	Transfer
IRS	Payroll	\$18,049.70	EFT
Alerus Financial	Payroll	\$6,600.26	EFT
MISDU	Payroll	\$61.84	9194
Royal Properites LLC	Earnest Deposit - 104 N Thompson	\$10,000.00	26547

**Total Prepaids:**

\$85,442.88

**Accounts Payable:**

\$385,655.79

***TOTAL ACCOUNTS PAYABLE***

\$471,098.67

OPEN  
CITY OF WHITEHALL ACCOUNTS PAYABLE  
COUNCIL MEETING OF NOVEMBER 28, 2023

Vendor Code	Vendor Name	Description	Amount
SEAV	ALYSSA SEAVER		
	OPTICAL	OPTICAL - TERRY	250.00
TOTAL FOR: ALYSSA SEAVER			250.00
AXON	AXON ENTERPRISE, INC.		
	INUS202291	TASER HOLSTERS (2) - CARTRIDGES (3) - HANDLES	2,979.15
TOTAL FOR: AXON ENTERPRISE, INC.			2,979.15
MAHON	BRANDON L MAHONEY		
	NOV-2023	FLEX - NOV-2023	1,646.13
TOTAL FOR: BRANDON L MAHONEY			1,646.13
BOU	BRENDA BOURDON		
	NOV-2023	FLEX - NOV-2023	115.80
TOTAL FOR: BRENDA BOURDON			115.80
ARMST	BRIAN ARMSTRONG		
	NOV-2023	FLEX - NOV-2023	311.16
TOTAL FOR: BRIAN ARMSTRONG			311.16
BS&A	BS&A SOFTWARE		
	150931	TIMESHEETS - SETUP/TRAINING/TRAVEL	3,590.00
TOTAL FOR: BS&A SOFTWARE			3,590.00
CHART	CHARTER COMMUNICATIONS		
	005038701111423	INTERNET - MARINA/DPW/PH	532.94
TOTAL FOR: CHARTER COMMUNICATIONS			532.94
FAR	CHRISTOPHER J FARRAR		
	CONTRACT	STAGE COMBAT CHOREOGRAPHER - WLYT WORKSHOP- F	100.00
TOTAL FOR: CHRISTOPHER J FARRAR			100.00
CONSU	CONSUMER'S ENERGY		
	STATEMENT	PUBLIC UTILITIES	10,008.14
TOTAL FOR: CONSUMER'S ENERGY			10,008.14
DELTA	DELTA DENTAL		
	RIS0005309698	DENTAL - DECEMBER-2023	1,897.23
TOTAL FOR: DELTA DENTAL			1,897.23
ETNA	ETNA SUPPLY INC		
	S105272888.003	METER YOKE BAR 5/8 - (6)	102.00
TOTAL FOR: ETNA SUPPLY INC			102.00
FRONT	FRONTIER		
	STATEMENT	TELEPHONE	84.20
TOTAL FOR: FRONTIER			84.20
KONICA	KONICA MINOLTA BUSINESS SOLUTIONS		
	290339875	COPIER MAINT - #308 DPW	33.52
	290448744 -2944	DIGITAL SUPPORT SERVICE/QTR MAINT - #368/CITY	151.64
TOTAL FOR: KONICA MINOLTA BUSINESS SOLUTIONS			185.16

CITY OF WHITEHALL ACCOUNTS PAYABLE  
COUNCIL MEETING OF NOVEMBER 28, 2023

Vendor Code	Vendor Name	Description	Amount
KUER	KUERTH'S DISPOSAL INC. 43230	WASTE REMOVAL -OCT-2023 -DPW/PH/CH	385.00
TOTAL FOR: KUERTH'S DISPOSAL INC.			385.00
MENAR	MENARDS-MUSKEGON 26184	CHRISTMAS LIGHTS - 96 STRANDS	858.94
TOTAL FOR: MENARDS-MUSKEGON			858.94
METL	MET LIFE 5399644 - DEC20	LIFE & DISABILITY INS - DEC-2023	845.56
TOTAL FOR: MET LIFE			845.56
MONTF	MONTAGUE FOODS 2132463	HOLIDAY TURKEYS - STAFF	1,136.26
TOTAL FOR: MONTAGUE FOODS			1,136.26
MOWHI	MONTAGUE-WHITEHALL ROTARY CLUB CONTRACT	NIGHT ON THE TOWN/EDUKATORS - PASS THRU	2,970.00
TOTAL FOR: MONTAGUE-WHITEHALL ROTARY CLUB			2,970.00
MUCTR	MUSKEGON CENTRAL DISPATCH 2300001820	CENTRAL DISPATCH FEES - DEC - 2023	3,786.33
TOTAL FOR: MUSKEGON CENTRAL DISPATCH			3,786.33
MUTRE	MUSKEGON COUNTY TREASURER'S 199911	DOG TAGS - OCT-2023	193.00
TOTAL FOR: MUSKEGON COUNTY TREASURER'S			193.00
YOUNG	PAUL YOUNG NOV-2023	FLEX - NOV-2023	22.04
TOTAL FOR: PAUL YOUNG			22.04
PREIN	PREIN & NEWHOF, PC 78191-192-195	ENGINEERING SERVICES-COLBY SEWER/MEARS/DWAM	24,291.55
TOTAL FOR: PREIN & NEWHOF, PC			24,291.55
SQUI	ROGER SQUIERS NOV-2023	FLEX - NOV-2023	25.06
TOTAL FOR: ROGER SQUIERS			25.06
SCHEI	SCHEID PLUMBING HEATING & COOL I-27069-1	SERVICE CALL/PARTS - TOILET BACKUP	490.78
TOTAL FOR: SCHEID PLUMBING HEATING & COOL			490.78
SHEPH	SHEPHERD GARAGE DOOR CO., INC 23257	FURNISH/INSTALL GARAGE DOOR #7 TROLLEY	1,550.00
TOTAL FOR: SHEPHERD GARAGE DOOR CO., INC			1,550.00
STAPLADV	STAPLES CONTRACT & COMMERCIAL LLC 8072297575	COPY PAPER/PENS/HILIGHTERS/CALENDARS/PTOWEL/C	91.70
TOTAL FOR: STAPLES CONTRACT & COMMERCIAL LLC			91.70

CITY OF WHITEHALL ACCOUNTS PAYABLE  
COUNCIL MEETING OF NOVEMBER 28, 2023

Vendor Code	Vendor Name	Description	Amount
MI	STATE OF MICHIGAN		
	2024	2024 PERMIT FEE - WHITEHALL MUNICIPAL MARINA	225.00
TOTAL FOR: STATE OF MICHIGAN			225.00
MICH	STATE OF MICHIGAN		
	MDOT00342 -591:	CONSTRUCTION CONTRACT - MEARS AVE	317,312.77
TOTAL FOR: STATE OF MICHIGAN			317,312.77
LOOMIS	THE LOOMIS COMPANY		
	JAN-2024	WRAP PLAN BINDER - JAN-2024	4,705.55
TOTAL FOR: THE LOOMIS COMPANY			4,705.55
BOLLE	TRAVIS BOLLES		
	OPTICAL	OPTICAL - TRAVIS	250.00
TOTAL FOR: TRAVIS BOLLES			250.00
TRICO	TRI-COUNTY FEED SERVICE INC		
	46308 /2	STRAW (68) BALES	543.32
TOTAL FOR: TRI-COUNTY FEED SERVICE INC			543.32
VESCO	VESCO OIL CORPORATION		
	5481346-00	HYDRAULIC OIL - 55 GAL DRUM	740.17
TOTAL FOR: VESCO OIL CORPORATION			740.17
WHIVE	WHITEHALL VENTURES INC		
	NOV-2023	LEASE -NOV-2023	145.00
TOTAL FOR: WHITEHALL VENTURES INC			145.00
WIND	WINDEMULLER		
	231789 - 231806	SERVICE/REPAIR - 6 WALL LIGHTS @CH / AUTOMATI	2,759.75
	231929	SERVICE/FUSES - WELL #5	526.10
TOTAL FOR: WINDEMULLER			3,285.85

TOTAL - ALL VENDORS 385,655.79

**FUND TOTALS:**

Fund 101 - GENERAL OPERATING FUND	25,093.28
Fund 202 - MAJOR STREET FUND	99.81
Fund 203 - LOCAL STREET FUND	71.02
Fund 247 - TAX INCREMENT FINANCE AUTHORITY #1	1,932.21
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND	60.34
Fund 401 - CAPITAL PROJECTS FUND	338,876.57
Fund 580 - PLAYHOUSE	4,137.57
Fund 590 - SEWER FUND	2,251.34
Fund 591 - WATER FUND	9,134.78
Fund 594 - MARINA FUND	651.34
Fund 661 - MOTOR POOL FUND	3,347.53

OPEN

CITY OF WHITEHALL ACCOUNTS PAYABLE  
 COUNCIL MEETING OF NOVEMBER 28, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 000 247					
101-000-222.100	DOG TAGS - OCT-2023	MUSKOGON COUNTY TREASURE	11/15/23	199911	193.00
101-000-231.017	DUE TO FLEX FUND	BRANDON L MAHONEY	11/15/23	NOV-2023	1,646.13
101-000-231.017	DUE TO FLEX FUND	BRENDA BOURDON	11/15/23	NOV-2023	115.80
101-000-231.017	DUE TO FLEX FUND	BRIAN ARMSTRONG	11/15/23	NOV-2023	311.16
101-000-231.017	DUE TO FLEX FUND	PAUL YOUNG	11/15/23	NOV-2023	22.04
101-000-231.017	DUE TO FLEX FUND	ROGER SQUIERS	11/15/23	NOV-2023	25.06
		Total For Dept 000 247			2,313.19
Dept 172 ADMINISTRATION					
101-172-719.000	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	121.74
101-172-727.000	SCISSORS (2)	STAPLES CONTRACT & COMME	11/14/23	8072297575	52.99
101-172-818.000	TIMESHEETS - SETUP/TRAINING/TRA	BS&A SOFTWARE	11/10/23	150931	1,795.00
101-172-935.000	QUARTERLY MAINT/METERED- #368/C	KONICA MINOLTA BUSINESS	11/16/23	290448744 -294408745	151.64
		Total For Dept 172 ADMINISTRATION			2,121.37
Dept 215 CITY CLERK					
101-215-719.000	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	40.58
		Total For Dept 215 CITY CLERK			40.58
Dept 253 TREASURER					
101-253-719.000	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	40.58
		Total For Dept 253 TREASURER			40.58
Dept 265 CITY HALL BLDG & GROUNDS					
101-265-757.000	LIME-A-WAY CLEANER	STAPLES CONTRACT & COMME	11/14/23	8072297575	34.30
101-265-920.000	PUBLIC UTILITIES/100017760891	CONSUMER'S ENERGY	11/20/23	STATEMENT	735.54
101-265-931.000	SERVICE CALL/PARTS - TOILET BAC	SCHIED PLUMBING HEATING	11/11/23	I-27069-1	490.78
101-265-931.000	FURNISH/INSTALL GARAGE DOOR #7	SHEPHERD GARAGE DOOR CO.	11/15/23	23257	1,550.00
101-265-931.000	SERVICE/REPAIR - 6 WALL LIGHTS	WINDEMULLER	11/15/23	231789 - 231806	2,034.75
		Total For Dept 265 CITY HALL BLDG & GROUNDS			4,845.37
Dept 270 FRINGE BENEFITS					
101-270-719.603	WRAP PLAN BINDER - JAN-2024	THE LOOMIS COMPANY	11/13/23	JAN-2024	4,705.55
101-270-719.605	DENTAL INSURANCE - DEC-2023	DELTA DENTAL	12/01/23	RIS0005309698	1,897.23
101-270-719.650	OPTICAL - TERRY	ALYSSA SEAVER	11/10/23	OPTICAL	250.00
101-270-719.650	OPTICAL - TRAVIS	TRAVIS BOLLES	10/31/23	OPTICAL	250.00
101-270-719.680	FRINGE-LIFE INS DEC-2023	MET LIFE	11/15/23	5399644 - DEC2023	247.08
101-270-719.690	FRINGE-DISABILITY INS DEC-2023	MET LIFE	11/15/23	5399644 - DEC2023	598.48
		Total For Dept 270 FRINGE BENEFITS			7,948.34
Dept 301 POLICE					
101-301-719.000	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	486.96
101-301-850.000	CENTRAL DISPATCH FEES - DEC - 2	MUSKOGON CENTRAL DISPATCH	11/15/23	2300001820	3,786.33
101-301-976.000	TASER HOLSTER (2)/CARTS (3)/HAN	AXON ENTERPRISE, INC.	11/11/23	INUS202291	2,979.15
		Total For Dept 301 POLICE			7,252.44
Dept 448 STREET LIGHTING					
101-448-920.000	PUBLIC UTILITIES/100017154418	CONSUMER'S ENERGY	11/20/23	STATEMENT	37.51
		Total For Dept 448 STREET LIGHTING			37.51
Dept 521 SANITATION					
101-521-818.000	WASTE REMOVAL & RECYCLING - CH	KUERTH'S DISPOSAL INC.	11/07/23	43230	34.50



CITY OF WHITEHALL ACCOUNTS PAYABLE  
 COUNCIL MEETING OF NOVEMBER 28, 2023  
 OPEN

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND Dept 521 SANITATION					
Dept 567 CEMETERY 101-567-920.000	PUBLIC UTILITIES/100016180844	CONSUMER'S ENERGY	11/20/23	STATEMENT	34.50
Dept 751 PARKS DEPARTMENT 101-751-920.000	PUBLIC UTILITIES/100017154418	CONSUMER'S ENERGY	11/20/23	STATEMENT	128.87
Dept 756 119 S BALDWIN ST 101-756-920.000	PUBLIC UTILITIES/103021521192	CONSUMER'S ENERGY	11/20/23	STATEMENT	128.87
Fund 202 MAJOR STREET FUND Dept 463 ROUTINE MAINT 202-463-719.000	TURKEYS		11/20/22	2132463	247.89
Dept 494 TRUNKLINE SURFACE MAINTENANCE 202-494-920.000	PUBLIC UTILITIES/100086335302	CONSUMER'S ENERGY	11/20/23	STATEMENT	247.89
Fund 203 LOCAL STREET FUND Dept 463 ROUTINE MAINT 203-463-719.000	TURKEYS		11/20/22	2132463	82.64
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1 Dept 000 247 247-000-818.400	LEASE -NOV-2023	WHITEHALL VENTURES INC	11/01/23	NOV-2023	82.64
Dept 525 DOWNTOWN STREETScape 247-525-757.000	STRAW (68) BALES		11/13/23	46308 /2	25,093.28
247-525-921.000	PED LIGHTS/100015232430	CONSUMER'S ENERGY	11/20/23	STATEMENT	71.02
247-525-974.000	CHRISTMAS LIGHTS - 96 STRANDS	MENARDS-MUSKEGON	11/07/23	26184	71.02
Fund 250 LOCAL DEVELOPMENT FINANCE AUTHORITY FUND Dept 000 247 250-000-818.100	C/S-INDUSTRIAL PARK/1000164878	CONSUMER'S ENERGY	11/20/23	STATEMENT	99.81
			11/20/23	TAX INCREMENT FINANCE AUTHOR	71.02
			11/20/23	STATEMENT	145.00
			11/01/23	NOV-2023	145.00
			11/13/23	46308 /2	543.32
			11/20/23	STATEMENT	384.95
			11/07/23	26184	858.94
			11/20/23	STATEMENT	1,787.21
			11/20/23	TAX INCREMENT FINANCE AUTHOR	1,932.21
			11/20/23	STATEMENT	60.34
			11/20/23	STATEMENT	60.34

CITY OF WHITEHALL ACCOUNTS PAYABLE  
 COUNCIL MEETING OF NOVEMBER 28, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
<b>Fund 250 LOCAL DEVELOPMENT FINANCE AUTHORITY FUND</b>					
Total For Fund 250 LOCAL DEVELOPMENT FINANCE AU					60.34
<b>Fund 401 CAPITAL PROJECTS FUND</b>					
Total For Fund 401 CAPITAL PROJECTS FUND					338,876.57
Dept 000 247	CONSTRUCTION CONTRACT - PH 1 ME	STATE OF MICHIGAN	11/05/23	MDOT00342 -591:ACT51	317,312.77
401-000-818.000-B22	ENGINEERING FEES - MEARS	PREIN & NEWHOF, PC	11/07/23	78191-192-195	21,563.80
Total For Dept 000 247					338,876.57
<b>Fund 580 PLAYHOUSE</b>					
Total For Dept 000 247					338,876.57
Dept 000 247	ALCOHOL/CONCESS PASS THRU - ROT	MONTAGUE-WHITEHALL ROTAR	11/04/22	CONTRACT	1,080.00
580-000-238.000	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	81.16
580-000-719.000	STAGE COMBAT - WLYT WKSHOP - FA	CHRISTOPHER J FARRAR	11/14/23	CONTRACT	100.00
580-000-757.410	WASTE REMOVAL & RECYCLING - PH	KUERTH'S DISPOSAL INC.	11/07/23	43230	34.50
580-000-818.000	TICKET PASS THRU - ROTARY NIGHT	MONTAGUE-WHITEHALL ROTAR	11/04/22	CONTRACT	1,890.00
580-000-818.500	INTERNET - PH	CHARTER COMMUNICATIONS	11/14/23	005038701111423	317.97
580-000-850.000	PUBLIC UTILITIES/100015238247	CONSUMER'S ENERGY	11/20/23	STATEMENT	633.94
Total For Dept 000 247					4,137.57
<b>Fund 590 SEWER FUND</b>					
Total For Fund 580 PLAYHOUSE					4,137.57
Dept 552 SEWER CUSTOMER ACCOUNTS	INTERNET - DPW	CHARTER COMMUNICATIONS	11/14/23	005038701111423	59.99
590-552-850.000	PUBLIC UTILITIES/100015288960	CONSUMER'S ENERGY	11/20/23	STATEMENT	59.99
Total For Dept 552 SEWER CUSTOMER ACCOUNTS					59.99
Dept 554 SEWER PUMPING	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	71.02
590-554-920.000	ENGINEERING FEES - COLBY SEWER	PREIN & NEWHOF, PC	11/07/23	78191-192-195	71.02
Total For Dept 554 SEWER PUMPING					71.02
<b>Fund 591 WATER FUND</b>					
Total For Dept 559 SEWER CONSTRUCTION					896.50
Dept 558 SEWER T & D	ENGINEERING FEES - DWAM	PREIN & NEWHOF, PC	11/07/23	78191-192-195	896.50
590-558-719.000	ENGINEERING FEES - DPW	CHARTER COMMUNICATIONS	11/14/23	005038701111423	2,251.34
Total For Fund 590 SEWER FUND					2,251.34
<b>Fund 542 WATER CUSTOMER ACCOUNTS</b>					
Total For Dept 540 WATER ADMINISTRATION					1,831.25
Dept 546 WATER SOURCE PLANT	SERVICE/FUSES - WELL #5	WINDEMULLER	11/20/23	231929	526.10
591-546-818.100	AUTOMATION SLIC PROCESSOR WELLS	WINDEMULLER	11/15/23	231789 - 231806	725.00
591-546-818.100	INTERNET - DPW	CHARTER COMMUNICATIONS	11/14/23	005038701111423	59.99
Total For Dept 542 WATER CUSTOMER ACCOUNTS					59.99

CITY OF WHITEHALL ACCOUNTS PAYABLE  
 COUNCIL MEETING OF NOVEMBER 28, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 591 WATER FUND					
Dept 546 WATER SOURCE PLANT					
591-546-920.000	PUBLIC UTILITIES/100015972811	CONSUMER'S ENERGY	11/20/23	STATEMENT	5,819.42
			Total For Dept 546 WATER SOURCE PLANT		7,070.52
Dept 548 WATER T & D					
591-548-719.000	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	71.02
			Total For Dept 548 WATER T & D		71.02
Dept 549 WATER CONSTRUCTION					
591-549-757.000	METER YOKE BAR 5/8 - (6)	ETNA SUPPLY INC	11/15/23	S105272888.003	102.00
			Total For Dept 549 WATER CONSTRUCTION		102.00
			Total For Fund 591 WATER FUND		9,134.78
Fund 594 MARINA FUND					
Dept 000 247					
594-000-850.000	INTERNET - MARINA	CHARTER COMMUNICATIONS	11/14/23	005038701111423	94.99
594-000-920.000	PUBLIC UTILITIES/100000353241	CONSUMER'S ENERGY	11/20/23	STATEMENT	331.35
594-000-962.000	2024 PERMIT FEE - WHITEHALL MUN	STATE OF MICHIGAN	09/11/23	2024	225.00
			Total For Dept 000 247		651.34
			Total For Fund 594 MARINA FUND		651.34
Fund 661 MOTOR POOL FUND					
Dept 000 247					
661-000-719.000	TURKEYS	MONTAGUE FOODS	11/20/22	2132463	81.16
661-000-727.000	DESK CALENDARS (3)	STAPLES CONTRACT & COMME	11/14/23	8072297575	4.41
661-000-751.000	HYDRAULIC OIL - 55 GAL DRUM	VESCO OIL CORPORATION	11/08/22	5481346-00	740.17
661-000-818.000	TIMESHEETS - SETUP/TRAINING/TR	BS&A SOFTWARE	11/10/23	150931	1,795.00
661-000-818.000	WASTE REMOVAL - DPW	KUERTH'S DISPOSAL INC.	11/07/23	43230	316.00
661-000-850.000	TELEPHONE - 231.894.6937	FRONTIER	11/04/23	STATEMENT	84.20
661-000-920.000	PUBLIC UTILITIES/100016488254	CONSUMER'S ENERGY	11/20/23	STATEMENT	293.07
661-000-933.000	COPIER MAINTENANCE #308	KONICA MINOLTA BUSINESS	11/03/23	290339875	33.52
			Total For Dept 000 247		3,347.53
			Total For Fund 661 MOTOR POOL FUND		3,347.53

OPEN  
 CITY OF WHITEHALL ACCOUNTS PAYABLE  
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GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
	Fund Totals:				
	Fund 101	GENERAL OPERATING FUND			25,093.28
	Fund 202	MAJOR STREET FUND			99.81
	Fund 203	LOCAL STREET FUND			71.02
	Fund 247	TAX INCREMENT FINANCE			1,932.21
	Fund 250	LOCAL DEVELOPMENT FINA			60.34
	Fund 401	CAPITAL PROJECTS FUND			338,876.57
	Fund 580	PLAYHOUSE			4,137.57
	Fund 590	SEWER FUND			2,251.34
	Fund 591	WATER FUND			9,134.78
	Fund 594	MARINA FUND			651.34
	Fund 661	MOTOR POOL FUND			3,347.53

Total For All Funds:

385,655.79

**QUARTERLY UPDATE  
PERIOD ENDING 9/30/2023**

FUND	2023-2024 ORIGINAL BUDGET	YTD BALANCE 09/30/2023
<b>Fund 101 - GENERAL OPERATING FUND:</b>		
TOTAL REVENUES	4,100,700.00	2,012,686.95
TOTAL EXPENDITURES	3,979,400.00	554,260.57
NET OF REVENUES & EXPENDITURES	121,300.00	1,458,426.38
<b>Fund 151 - CEMETERY TRUST FUND</b>		
TOTAL REVENUES	17,400.00	5,163.63
TOTAL EXPENDITURES	158,600.00	0.00
NET OF REVENUES & EXPENDITURES	(141,200.00)	5,163.63
<b>Fund 202 - MAJOR STREET FUND:</b>		
TOTAL REVENUES	401,600.00	41,916.31
TOTAL EXPENDITURES	630,300.00	36,125.70
NET OF REVENUES & EXPENDITURES	(228,700.00)	5,790.61
<b>Fund 203 - LOCAL STREET FUND:</b>		
TOTAL REVENUES	152,800.00	14,164.94
TOTAL EXPENDITURES	242,000.00	41,952.89
NET OF REVENUES & EXPENDITURES	(89,200.00)	(27,787.95)
<b>Fund 211 - SALVAGE VEHICLE INSPECTION</b>		
TOTAL REVENUES	1,000.00	203.74
TOTAL EXPENDITURES	600.00	0.00
NET OF REVENUES & EXPENDITURES	400.00	203.74
<b>Fund 214 - MARIHUANA</b>		
TOTAL REVENUES	12,400.00	73.95
TOTAL EXPENDITURES	8,600.00	1,269.33
NET OF REVENUES & EXPENDITURES	3,800.00	(1,195.38)
<b>Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY:</b>		
TOTAL REVENUES	723,100.00	442,148.18
TOTAL EXPENDITURES	690,400.00	4,060.10
NET OF REVENUES & EXPENDITURES	32,700.00	438,088.08
<b>Fund 247 - TAX INCREMENT FINANCE AUTHORITY #1:</b>		
TOTAL REVENUES	1,443,500.00	212,301.91
TOTAL EXPENDITURES	2,209,000.00	88,524.40
NET OF REVENUES & EXPENDITURES	(765,500.00)	123,777.51

**QUARTERLY UPDATE  
PERIOD ENDING 9/30/2023**

FUND	2023-2024 ORIGINAL BUDGET	YTD BALANCE 09/30/2023
<b>Fund 249 - BUILDING INSPECTION DEPARTMENT:</b>		
TOTAL REVENUES	165,900.00	19,707.74
TOTAL EXPENDITURES	172,400.00	25,377.18
NET OF REVENUES & EXPENDITURES	(6,500.00)	(5,669.44)
<b>Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND:</b>		
TOTAL REVENUES	373,600.00	68,303.70
TOTAL EXPENDITURES	237,600.00	6,487.09
NET OF REVENUES & EXPENDITURES	136,000.00	61,816.61
<b>Fund 401 - CAPITAL PROJECTS FUND:</b>		
TOTAL REVENUES	1,654,100.00	147,050.04
TOTAL EXPENDITURES	1,724,300.00	332,821.05
NET OF REVENUES & EXPENDITURES	(70,200.00)	(185,771.01)
<b>Fund 580 - PLAYHOUSE:</b>		
TOTAL REVENUES	449,600.00	221,310.87
TOTAL EXPENDITURES	614,600.00	140,252.05
NET OF REVENUES & EXPENDITURES	(165,000.00)	81,058.82
<b>Fund 590 - SEWER FUND:</b>		
TOTAL REVENUES	1,694,800.00	466,956.62
TOTAL EXPENDITURES	1,274,800.00	164,793.30
NET OF REVENUES & EXPENDITURES	420,000.00	302,163.32
<b>Fund 591 - WATER FUND:</b>		
TOTAL REVENUES	993,700.00	319,309.49
TOTAL EXPENDITURES	1,161,800.00	163,246.49
NET OF REVENUES & EXPENDITURES	(168,100.00)	156,063.00
<b>Fund 594 - MARINA FUND:</b>		
TOTAL REVENUES	135,100.00	137,302.53
TOTAL EXPENDITURES	159,600.00	89,975.10
NET OF REVENUES & EXPENDITURES	(24,500.00)	47,327.43
<b>Fund 661 - MOTOR POOL FUND:</b>		
TOTAL REVENUES	329,000.00	85,557.88
TOTAL EXPENDITURES	345,700.00	45,744.81
NET OF REVENUES & EXPENDITURES	(16,700.00)	39,813.07

Cash and Investment Report  
9/30/2023

Interest	Account Name	Balance	Dates	Rate
0.00	ChoiceOne Bank	\$100,368.21	2/9/2023	2/9/2024 4.250%
7452.32	Comerica- Pooled Fund	\$584,886.88		
3275.79	Consumers Credit Union-CD	\$253,275.79	6/21/2023	6/21/2024 5.300%
	(NOTE: Consumers CU-CD/Shares CC Investment Only)			
	Consumers Credit Union-Shares	\$25.00		
	Harborlight Credit Union	\$5.00		
125.38	Harborlight Credit Union-CD	\$110,864.75	10/20/2021	10/19/2023 0.449%
0.00	Huntington-CD	\$205,400.37	12/23/2022	12/23/2023 3.750%
0.00	Huntington-CD	\$102,175.45	1/30/2023	1/30/2024 4.200%
	Muskegon Federal CU-Shares	\$5.00		
7.05	Muskegon Federal CU-Savings	\$2,109.20		
	Muskegon Federal CU-CD	\$97,994.00	10/29/2022	10/29/2023 1.250%
	Choice One-Common Cash Check	\$7,207,941.27		
4045.66	PNC- Cemetery Trust	\$409,783.05		6/30/2023 \$405,737.39
	Choice One-Payroll Checking	\$3,066.67		
	Choice One-Tax Checking	\$46,281.43		
				\$1,445,295.68
25.86	Shelby State Bank	\$207,539.76		Agrees to CD List
14932.06	<b>Investments Total</b>	<b>\$2,074,432.46</b>		
0.00	Flagstar Bank	\$261,731.44	12/15/2022	12/15/2023 4.280%
289.65	Muskegon Federal CU-CD	\$46,756.58	1/30/2022	1/30/2023 2.500%
0.00	Flagstar Bank	\$266,729.09	1/4/2023	1/4/2024 4.630%
289.65	<b>Water Investments Total</b>	<b>\$575,217.11</b>		
	Choice One-BOND	\$139,710.15		
	Choice One-Playhouse -CC	\$12,200.07		
	<b>S&gt;Financial&gt;Bank&gt;Quarterly Cash &amp; Investments</b>			
			<b>Total on Excel GL</b>	\$9,997,300.99
			<b>Payroll Checking</b>	\$3,066.67
			<b>Tax Checking</b>	\$46,281.43
			<b>Playhouse-CC</b>	\$12,200.07
			<b>SUB-TOTAL</b>	<b>\$10,058,849.16</b>
			<b>GRAND TOTAL</b>	<b>\$10,058,849.16</b>

# MUSKEGON MUNICIPAL WASTEWATER MANAGEMENT COMMITTEE

August 17, 2023

1:30 P.M.

Muskegon Township Hall

1990 E. Apple Ave

## Minutes

### Members Present

Kim Arter - Laketon Township

Arnie Erb – Whitehall Township

Scott Huebler - City of Whitehall

Jim Murphy - City of Norton Shores

Steve Biesiada - Fruitport Township

John Holter – Egelston Township

Ben VanHoeven - Roosevelt Park

Todd Myers - City of Muskegon

Jeffrey Martin - Dalton Township

Sam Janson – City of North Muskegon

Jennifer Hodges – Muskegon Township

Linda Aerts – Cedar Creek Township

### Others Present

Chris Patterson - Counsel for the Management Committee

Dave Johnson – Muskegon County Resource Recovery Center

Doug Noyes – Muskegon County Resource Recovery Center

Morgan Carroll- Greater Muskegon Economic Development

Mark Meyers- City of Norton Shores

Saxon Smith and Erik Joslyn – Muskegon Township

### 1. Approval of June 15, 2023 Meeting Minutes

Motion by Kim Arter support by Ben VanHoeven to approve the June 15, 2023 meeting minutes with the addition of adding Todd Myer’s last name to the Members Present.

### **Motion Carried**

### 2. Directors Report-

Director Johnson shared the Resource Recovery Center’s monthly report for July 2023 and highlighted revenues, expenses, farm reports, infrastructure projects, and updates on the SRF loan application updates. As of July 20<sup>th</sup>, the South Irrigation Station is up and running and doing great and multiple paving projects are progressing well throughout the RRC. The W-Station force main replacement project was delayed through the summer but progress should resume after Labor Day. There are two SRF loan applications pending; one for 2 different clean water force mains and one for drinking water extension in Whitehall Township. Unfortunately, the clean water application score was only 40 out of 100 and the results do not look favorable, the drinking water score was higher at 55 out of 100 but only has a slight chance of being approved.

### 3. Greater Muskegon Economic Development

Director of Business Development for Greater Muskegon Economic Development, Morgan Carroll stated that GMED has had a record 50 projects this year. There are a lot of EPA grants in various communities throughout the county some of which are significant and there will be a



press release soon. There will be a broadband study update on August 24<sup>th</sup> with the study's findings released on the GMED website around the same time. The Housing Study information was released to the funders of the study and a housing study developer day will be held on October 11, 2023.

4. Presentation

a. RRC FY24 Budget Presentation

Director Johnson highlighted that the 2024 budget estimates 19 million in revenue and 14 million in expenses, and about 8.1 million in capital spending.

- Highlights of the capital budget include 6 new irrigation rigs, replacement of the grain cleaner and dryer, ongoing work for W-station force main project, and converting L-station to a submersible station and force main replacement.
- Southeast Regional Force Main is not included as a capital project as it will be grant funded; however, the project should be ready to bid sometime in calendar year 2024 with construction beginning later that same year. Completion will hopefully be by the end of November 2025.
- If the SRF loan applications are not successful the construction of the projects will need to be bonded, likely after the Southeast Regional Force Main is completed. However, the engineering cost of approximately \$1 million is included in the capital budget for FY24.

5. Communications

None

6. Unfinished Business

None

7. New Business

a. Appointment of GMED City Representative

Motion by Kim Arter support by Ben VanHoeven to nominate Jared Olson as the city representative to the Greater Muskegon Economic Development board.

**Motion Carried**

b. Recommendation of Rate Adjustment and Required Revenue Level

Chair Huebler lead discussion regarding the memo from The Foster Group that is included in the packet and there was discussion regarding the recommendation of a 4.35% rate increase. Bart Foster suggests 4.35% now as opposed to a much larger increase in the future. This is in preparation of bio-solid removal and capital projects that will occur in years to come.

Motion by Sam Janson support by Linda Aerts to accept Bart Foster's recommendation to establish a FY24 required revenue amount of \$12 million, representing a 4.35% increase over the existing FY23 figure understanding this determination is predicated by the County agreeing to increase all other wastewater rates by the same 4.35% and adopting the Contributed Flow Data and Service Charge Calculation Table, subject to

potential adjustments by a couple of the communities. Director Johnson added that the 4.35% increase to hauled waste rates would go into effect on January 1, 2024. The other recommended rate increases would go into effect on October 1, 2023.

**Motion Carried**

8. Community Updates/Information/Public Comment

Director Johnson invited everyone to the community 'Ya'll Come Out' open house on Saturday September 30, 2023 to celebrate the RRC's 50<sup>th</sup> anniversary. This event is being hosted in coordination with the various clubs located at the RRC. He also encouraged the Management Committee members to RSVP for the luncheon at noon on Thursday, September 28, at the RRC.

Chair Huebler thanked Mark Meyers for his time and dedication to the City of Norton Shores and various boards and committees throughout Muskegon County and wished him well as he begins his new position with the City of Holland.

9. Adjournment

Chair Huebler adjourned the meeting at 2:30 pm.

Respectfully Submitted by Jennifer Hodges

CITY OF WHITEHALL  
WHITE LAKE FIRE AUTHORITY  
RESOLUTION 23-42

- WHEREAS, the City of Whitehall has been a member of the White Lake Fire Authority for the past 30 years along with Fruitland Township and Whitehall Township.
- WHEREAS, the Articles of Incorporation are due to expire June 30, 2024.
- WHEREAS, the Authority has submitted Amended and Restated Articles for consideration and adoption by the member units.
- WHEREAS, City staff has reviewed the Articles and recommend adoption.

NOW, THEREFORE, LET IT BE RESOLVED

That the Whitehall City Council hereby approves the White Lake Fire Authority 2023 Amended and Restated Articles of Incorporation attached to and considered a part of this Resolution and authorizes Mayor Salter to sign on behalf of the City.

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

\_\_\_\_\_  
Steve Salter, Mayor

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

**WHITE LAKE FIRE AUTHORITY**

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
(20243)**

**MEMBER UNITS:**

City of Whitehall  
Whitehall Township  
Fruitland Township

These Amended and Restated Articles of Incorporation are adopted by the City of Whitehall of 405 E. Colby St., Whitehall Michigan 49461, The Township of Whitehall of 7644 Durham Rd., Whitehall, Michigan, and the Township of Fruitland of 4545 Nestrom Rd., Whitehall, Michigan, for the purpose of incorporating and operating an authority pursuant to the provisions of Act No. 57, Public Acts of 1988, as amended, MCL 124.601 *et seq.*

**ARTICLE I: NAME**

The name of the corporation is the White Lake Fire Authority.

**ARTICLE II: PURPOSE**

The White Lake Fire Authority ("Authority") is organized to provide fire protection and rescue services to the incorporating governmental units ("member units") and to allow each of the member units to transfer to the Authority any of its fire protection and rescue equipment and vehicles. The purpose of the Authority is not for profit.

The Authority shall be non-partisan and non-sectarian and shall not take part in or lend its influence, either directly or indirectly, to the nomination, election or appointment of any candidate for public office. The Authority shall not sponsor or participate in any meetings of a political nature, and no prior Authority board member shall become employed by the Authority until one year after leaving as a member of the Authority Board ("Board").

The member units and any governmental units who shall become members shall utilize the Authority exclusively for all fire protection and rescue services authorized by these Articles.

**ARTICLE III: ORGANIZATION AND MEMBER UNIT CONTRIBUTIONS**

1. Organization: The Authority is organized on a non-stock basis.
2. Operating Fund: The Authority shall maintain an operating fund to pay for its operations. The Authority shall maintain a minimum year-end cash reserve equal to ten percent (10%) of its annual budgeted operating expenditures.

3. Equipment Replacement Fund: The Authority shall maintain an equipment replacement fund sufficient to pay annual property purchase debts and lease costs of the Authority's equipment, and to fund future major equipment purchases required by obsolescence, depreciation and technical advances. The amount to be apportioned to the Equipment Replacement Fund shall be determined by the Board.

#### **ARTICLE IV: AUTHORITY AGENT AND OFFICE**

1. Registered Office: The address of the registered office shall be ~~115 South Baldwin Street~~ 1300 Delaney Drive, Whitehall, Michigan 49461. The Authority Board may change the location from time to time.

2. Resident Agent: The resident agent shall be the person holding the office of Chairperson of the Authority Board, or such other person as the Board shall designate.

#### **ARTICLE V: INCORPORATORS AND AUTHORITY TERM**

1. Incorporators: The incorporating municipalities are: the City of Whitehall, the Township of Whitehall, and the Township of Fruitland.

2. Term: The term of the Authority shall not exceed ~~thirty-five (3015)~~ years. The Authority's operations originally commenced July 1, 1994 under a thirty (30) year term expiring July 1, 2024. Through these Amended and Restated Articles, the term of the Authority shall continue for another 15 years until July 1, 2039, unless amended hereafter. -

#### **ARTICLE VI: AUTHORITY BOARD**

1. Membership: There shall be an Authority Board, which shall be charged with overseeing the administration and management of the Authority. The Board shall consist of ~~six-seven~~ members, with the Board members being three members from the unit of government with the largest taxable value, two members from the unit of government with the second largest taxable value, and ~~one-two~~ members from the unit of government with the smallest taxable value; each appointed by their respective municipal boards. ~~The unit having one member shall have one alternate who may vote in the absence of the regular member.~~

2. Appointment and Residency: Each Board member shall be appointed by and be a resident of the member unit that makes the appointment. In the event of a vacancy, the appropriate member unit shall appoint a Board member to fill said vacancy.

A Board member shall not be an employee of the Authority during his/her term, nor for ~~one~~ five years after serving as a Board member. No Board member shall serve on the Board when immediate family members, grandparents, aunts, uncles, cousins, and step family members -are employed by the Authority or, have been employed by the Authority during the year prior to the appointment. (Immediate family members shall include father, mother, sister, brother, spouse or child.)

3. Officers: Officers serve at the pleasure of the Board and by majority vote it shall elect from its members the following officers:

- a) One Chairperson;
- b) One Vice Chairperson to act as the Chairperson in the Chairperson's absence;
- c) One Chief Fiscal Officer, and
- d) One non-voting Secretary, which office shall be held by the then serving Fire Chief of the Authority;

An election of officers shall be held annually at the last regularly scheduled meeting of the Board, for officers for the forthcoming calendar year. Candidates for the position of the Chairperson ~~and Vice-Chairperson~~ shall come from the unit of government with the largest taxable value.

4. Quorum, Meetings and Voting: The Board shall meet at least quarter annually, and shall hold special meetings upon call of the Chairperson or three Board members. No action shall be taken by the Board except by concurring vote of ~~four~~ five members.

5. Notices: Any meeting of the Board shall be by written notice in accordance with the Michigan Nonprofit Corporation Act, begin MCLA § 450.2101, et seq., as amended, unless otherwise set forth in the bylaws adopted by the Board.

6. Term: The term of office of the Board members shall be subject to the pleasure of their respective member units.

7. Rules of Procedure and Record: The Board shall adopt its own rules of procedure and shall keep a record of its proceedings at its principal office. To the extent the Board fails to adopt

applicable rules and procedures then the provisions of the Michigan Nonprofit Corporation Act, begin MCLA § 450.2101, et seq., as amended shall apply where applicable.

8. Powers of the Authority: In addition to those powers and duties set forth herein the Authority may do all of the following:

- a) Adopt bylaws and rules of administration to accomplish the purposes of set forth in MCLA § 124.601;
- b) Adopt ordinances that allow the authority to assess fees on owners or occupants of property who receive emergency services to cover the costs of providing emergency services set forth in MCLA § 124.601. An ordinance adopted under this subdivision shall be rescinded if, within 60 days from the date the ordinance is adopted, 1/3 or more of the municipalities affected by the ordinance vote to rescind the ordinance;
- c) Apply for and accept grants, loans, or contributions from the federal government or any of its agencies, the state, or other public or private agencies to be used for any of the purposes set forth in MCLA § 124.601 and to do any and all things within its express or implied powers necessary or desirable to secure that financial or other aid or cooperation in the carrying out of any of the purposes of set forth in MCLA § 124.601;
- d) Enter into any contracts with other entities not prohibited by law;
- e) Investigate emergency services requirements, needs, and programs and engage, by contract, consultants as may be necessary and cooperate with the federal government, state, political subdivisions, and other authorities in those investigations, and
- f) Subject to MCLA § 124.610, hire employees, attorneys, accountants, and consultants as the authority considers necessary to carry out the purposes of the authority.

#### ARTICLE VII: AUTHORITY FINANCIAL

1. Fiscal Year: The Authority shall have a fiscal year of January 1 through December 31.
2. Budget: Before ~~October~~ November 1 of each year, the Board shall adopt an Authority budget for the next fiscal year. All provisions of the Uniform Budgeting Act, as amended, shall be followed.



3. Chief Fiscal Officer: The Authority may enter into a written agreement with one of the member units to have its treasurer serve as the Chief Fiscal Officer or the Authority may employ its own Chief Fiscal Officer. The Chief Fiscal Officer may be a member of the Board.

4. Authority Funds: The Chief Fiscal Officer shall be responsible for establishing the Authority funds as directed by the Board and maintaining accurate records to account for the transactions involving said funds. Two of the following parties, being the Chief Fiscal Officer, together with the Chairperson or Vice Chairperson, shall sign all checks. Invoices are to be paid after approval of the Board. The Board shall adopt a policy to address the signing of checks, approval of invoices, payment and accounting of payroll and fringe benefits, and such policy shall be consistent with generally accepted accounting practices.

5. Purchases and Disbursements: The Authority shall ~~adopt a policy to address follow the purchasing procedures and rules of the unit of government employing the Chief Fiscal Officer, as same may be amended from time to time,~~ or follow generally accepted accounting practices. The Fire Chief or the Chief Fiscal Officer is authorized to make disbursements pursuant to an approved budget, but shall first obtain the approval of the Board as required. All disbursements are subject to the Authority's purchasing procedures and the current budget.

All fund disbursements are subject to the review of the Board. The Board may establish a limit for capital expenditures, and any capital expenditure in excess of that amount shall have prior approval of the Board, unless such expenditure is made on an emergency basis as determined by the Fire Chief. In establishing the capital expenditure limit, the Board shall consider the policies of the municipality employing the Chief Fiscal Officer for the purpose of providing consistency in the administrative procedures to be followed by the Fire Chief and the Chief Fiscal Officer in operating the activities for which they are responsible. Before making any emergency expenditure, the Fire Chief shall, as time permits, first obtain the approval of the chairperson of the Board or the Chief Financial Officer of such emergency expenditure, by telephone or other practical means.

6. Rules and Regulations: The Board may establish and collect such charges, rates, rents, fees, and/or taxes, and may make and promulgate necessary rules and regulations to accomplish the purposes of these Articles according to and as allowed by statute. Towards such end, the member

units shall adopt such ordinances and resolutions as necessary to assist the Board in the enforcement of such rules and regulations and the collection of charges, rates, rents, fees and/or taxes.

7. Contracts and Litigation: The Authority may enter into contracts within the scope of these Articles. The Board Chairperson shall execute said contracts. The Authority may initiate and defend litigation in its own name.

#### **ARTICLE VIII: PERSONNEL**

1. Administrator: The Fire Chief shall serve as non-voting secretary to the Board and provide additional services as outlined, from time to time, in his/her job description. The Fire Chief may employ, engage, set compensation, transfer, discipline, or discharge necessary personnel, pursuant to policies adopted by the Board, with Board approval.

2. Fire Marshal, Fire Inspector: The Fire Chief shall assign the duties of Fire Marshal or Fire Inspector to an Authority employee, which employee may vary from time to time.

3. Support Staff: The Authority may contract for or retain staff to provide administrative support services, i.e., financial matters, payroll and benefits, record keeping, correspondence, etc., of the Authority.

4. "At Will" Employment: Except in the case of a written employment agreement specifically approved by the majority vote of the Board, all Authority employees hired shall be "at will", and the Fire Chief shall have no discretion to hire employees other than on an "at will" basis. The Fire Chief shall notify all present and future employees that their employment is "at will," which notice shall be made in writing.

#### **ARTICLE IX: AUTHORITY ASSETS**

1. Acquisition of Property: The Authority may acquire or use real or personal property by purchase, lease, devise, or condemnation, either within or without its corporate limits, and may hold, manage, control, sell, exchange or lease real or personal property. For the purpose of condemnation, it may proceed under Act No. 149 of the Public Acts of 1911, as amended, and the Uniform Condemnation Procedures Act, Act No. 87 of the Public Acts of 1980, as amended.

2. Gifts and Grants: The Authority may accept any gifts or grants, with the approval of the Board, if the acceptance of such gift, grant, or aid does not conflict with or restrict any previously described responsibility or function of the Authority.

#### **ARTICLE X: WITHDRAWAL OF A MEMBER UNIT**

A member unit may withdraw from the Authority as allowed by statute, MCL 124.611, as amended. The equity of a withdrawing member in the capital assets of the Authority shall be forfeited to the Authority.

#### **ARTICLE XI: DISSOLUTION**

The Authority may be dissolved upon two-thirds majority vote of the members of the Authority, provided, however, said action shall be effective only if ratified in writing by the governing bodies of two-thirds of the member units of the Authority.

Should this Authority be dissolved, all outstanding obligations shall be liquidated within one hundred eighty (180) days of the termination date. Upon termination or dissolution of the Authority, assets of the Authority shall be distributed pursuant to unanimous agreement by the member units as to equitable distribution thereof; provided, however, in the event such agreement cannot be reached, it shall be distributed as follows:

1. Equipment and Personal Property: Equipment or property shall be disbursed among the participating member units with each receiving value approximately equal to its determined equity in the capital assets of the Authority. The equity of the respective member units shall be determined by the ratio which the then current Tax Value of each bears to the total Tax Value of all the member units.

2. Surplus Moneys: All surplus moneys shall be disbursed to the participating municipalities in accordance with the average percentage contribution for operating expenses to the Authority made over the duration of the agreement.

3. Property on Loan: Property on loan to the Authority shall be returned to the loaning party in accordance with the terms of the loan.

4. Personal Property Leased: Property leased shall be disposed of in accordance with the provisions of the lease and any outstanding obligations shall be shared in a manner consistent with the provisions of Articles IX and X.

#### **ARTICLE XII: AUDITS AND REPORTS**

The Board shall commission a qualified auditor to conduct an annual financial audit following the end of the fiscal year. In addition to furnishing copies of the audit to any appropriate Federal and State agencies, copies of the audit shall be furnished to each Board member and the Clerk of each member unit.

The Fire Chief of the Authority shall provide an annual report on the activities and achievements of the Authority to the Board and the Clerk of the member units no later than ninety (90) days after the end of each calendar year.

#### **ARTICLE XIII: NON-DISCRIMINATION**

The Authority shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, or marital status.

#### **ARTICLE XIV: NEW MEMBER UNITS**

Any other municipality that may desire to participate in the Authority may be considered in the following manner:

1. An application for participation shall be submitted to the Authority Board.
2. The application shall contain a statement as to the extent of participation expected and the unit's financial participation based thereon.
3. Full participation may come through negotiation with the Authority Board with financial participation consistent with the other member units.

4. Upon review and approval of the application for full participation by the Authority Board, the application shall be submitted to the member units for acceptance or rejection.

5. Upon unanimous approval of the member units and upon execution of a written amendment to these Articles of incorporation, the additional party may be added to the Authority as a full member.

6. Nothing prevents the Board from entering into a contractual relationship with another municipality without granting Board representation.

**ARTICLE XV: PUBLICATION OF ARTICLES OF INCORPORATION**

The Chairperson shall be responsible for causing the Amended and Restated Articles of Incorporation to be published in [print media](#) ~~the White Lake Beacon~~, and certified printed copies filed pursuant to the statute under which this Authority is created.

**ARTICLE XVI: AMENDMENT OF ARTICLES OF INCORPORATION**

These Articles of Incorporation may be amended from time to time upon the affirmative vote of a majority of the Board members, provided that any such proposed amendment shall be deemed effective only upon ratification, in writing, by the governing bodies of all of the member units of the Authority and publication as required within these Articles.

**ARTICLE XVII: DISPUTE RESOLUTION PROCEDURE**

Any dispute or disagreement between any of the Member Units, regarding the terms of or interpretation of these Articles, or of any other matter involving the operation of the Authority, shall be resolved by binding arbitration. The Member Units involved in any dispute shall select a single arbitrator, who shall be empowered to take such testimony and receive such evidence, as he or she deems appropriate. Absent an agreement by the Member Units as to the procedure to be followed by the arbitrator, then the Commercial Arbitration Rules established by the American Arbitration Association shall apply. In the event that the designation of an arbitrator cannot be agreed upon, each of the Member Units may submit a name to the then Chief Circuit Court Judge for the County of Muskegon, who shall select the arbitrator. This provision requiring binding arbitration is hereby deemed to be a written contract and is designed to settle by arbitration any controversy hereafter

arising between the Member Units. It is agreed that a judgment of any circuit court may be rendered upon the award made pursuant to this agreement, shall be valid, enforceable and irrevocable save upon such grounds as exist at law or in equity for the rescission or revocation of any contract. The decision of the arbitrator shall be final in all respects. The costs of the arbitrator shall be paid by parties involved in the dispute, pro rata based on each Member Units percentage of the state equalized value for all Member Units involved in the arbitration proceeding.

Effective Date of Amended and Restated Articles of Incorporation \_\_\_\_\_.

Date of Publication: \_\_\_\_\_

Place of Publication: \_\_\_\_\_

FRUITLAND TOWNSHIP

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its Township Supervisor

CITY OF WHITEHALL

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its Mayor

WHITEHALL TOWNSHIP

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Its Township Supervisor







CITY OF WHITEHALL  
RESOLUTION 2023-43  
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, Public Works Director, and Township Supervisor negotiated a new 25 year Agreement.
- WHEREAS, the Agreement has been reviewed and approved by the City Attorney with recommended changes included.
- WHEREAS, City Council adopted Resolution 23-35, approving this Agreement and authorized the City Manager, Public Works Director, and City Attorney to approve any minor changes.
- WHEREAS, the Township has approved the Agreement with some minor changes and reinserting the requirement for a franchise; reducing the term from 25 years to 15 years; and requiring Township approval for any new wells the City plans to construct or drill within the Township.
- WHEREAS, City staff finds these changes agreeable but considers them significant enough to require Council review and approval.

NOW, THEREFORE, LET IT BE RESOLVED

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

Moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and thereafter adopted by the Whitehall City Council at a regular meeting held on November 28, 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**

**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 in this AGREEMENT and in accordance with a franchise granted to the CITY by the TOWNSHIP to operate a water utility within the TOWNSHIP, 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 franchise granted by the TOWNSHIP to the CITY is for the mutual benefit of the TOWNSHIP and the CITY.

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. In the event that the 313,000 gallons per day ADD is exceeded from the previous 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, 2038 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 AGREEMENT.

The 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 preliminary permit from the TOWNSHIP to the CITY under the TOWNSHIP Aquifer Protection Ordinance to install and operate water wells in the TOWNSHIP. In the event the CITY seeks to construct and/or drill any additional water wells upon land within the TOWNSHIP, the CITY shall obtain written approval from the TOWNSHIP, which shall not be unreasonably withheld, for any new well within the TOWNSHIP. Provided further, 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  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

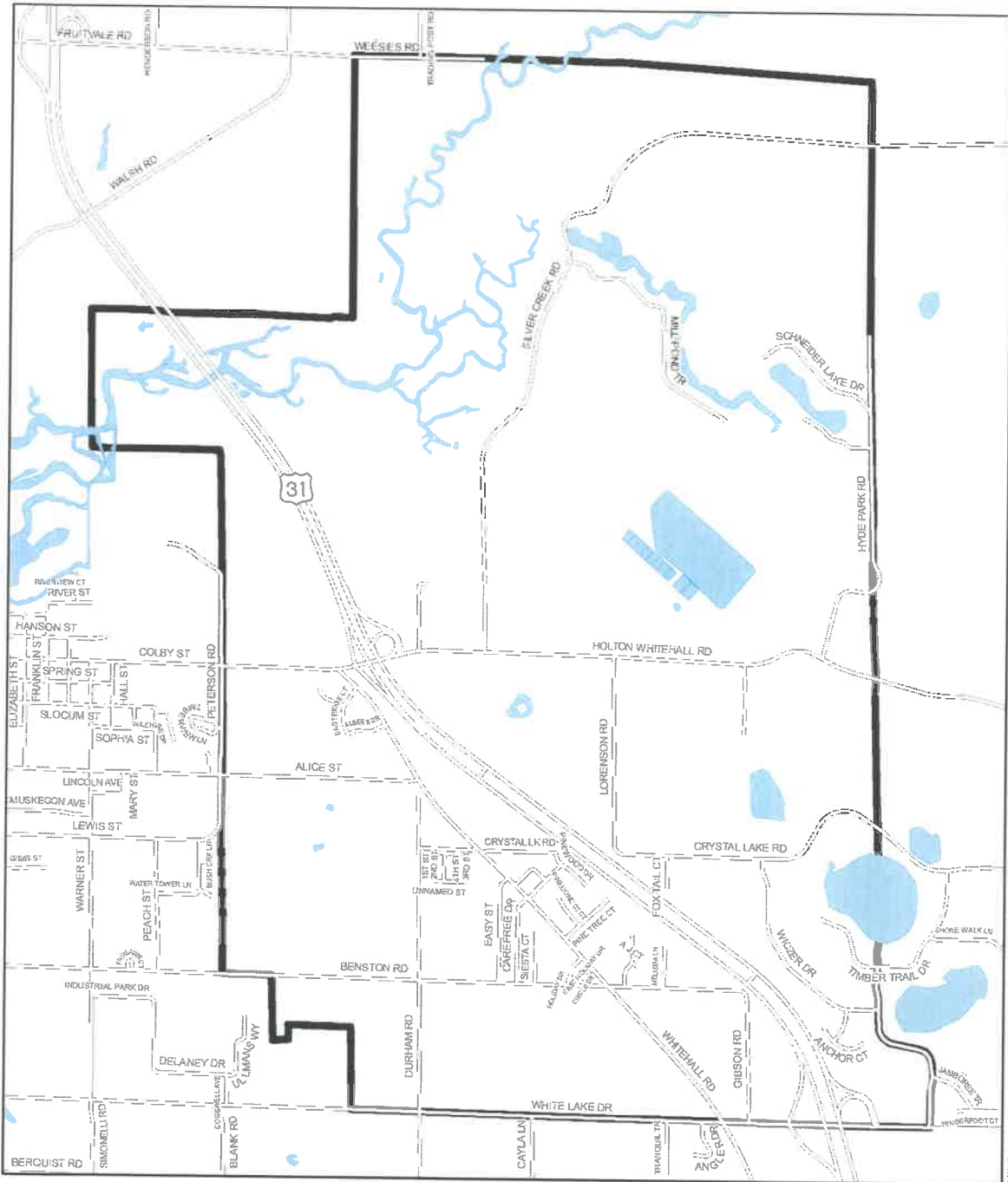
\_\_\_\_\_  
City Clerk Brenda Bourdon

IN WITNESS WHEREOF, The TOWNSHIP OF WHITEHALL has set its hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Supervisor Arnold Erb

\_\_\_\_\_  
Township Clerk Ilene Nichols

# EXHIBIT A WATER SERVICE AREA

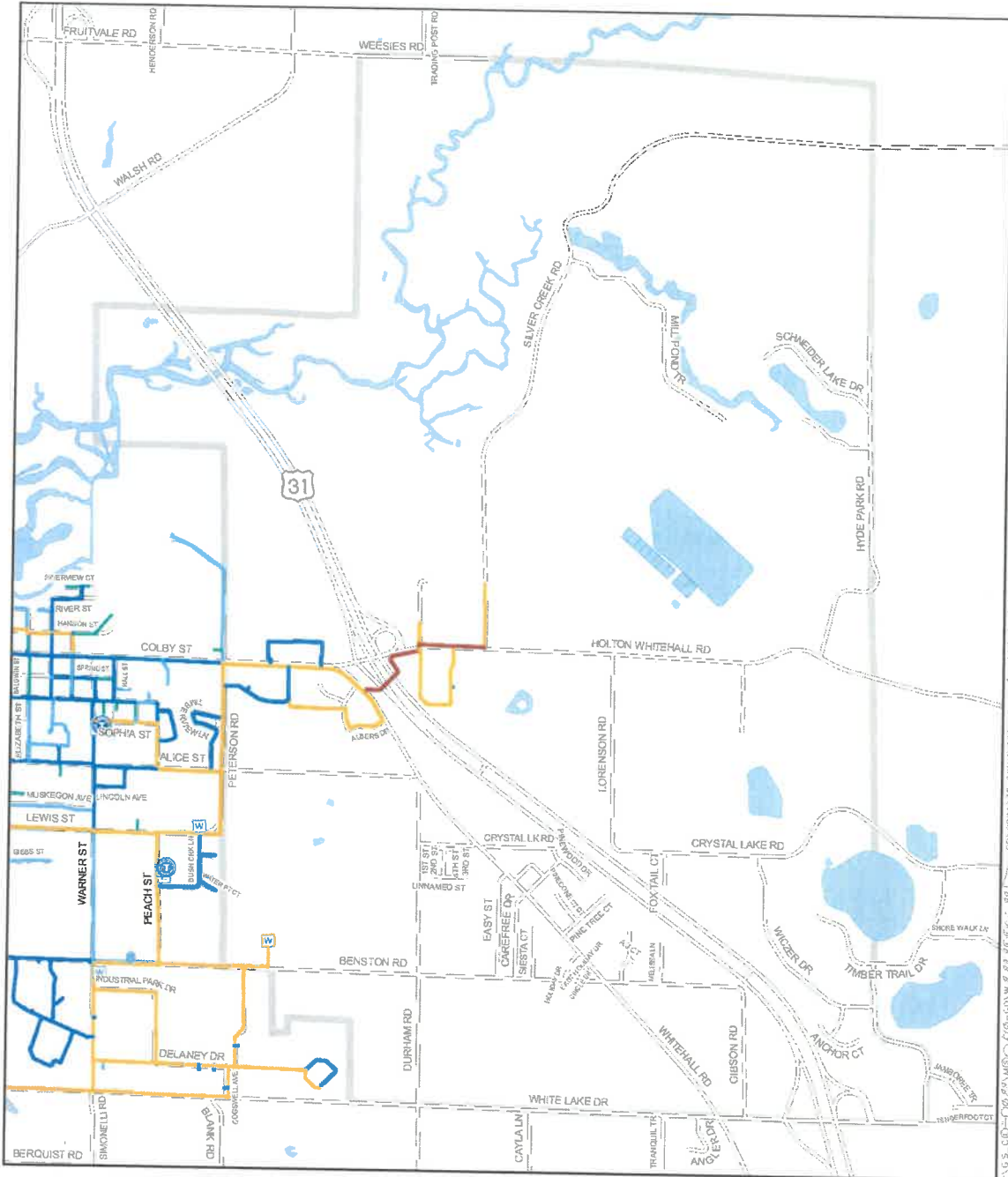


SCALE: 1" = 2,500'

**WHITEHALL TOWNSHIP**  
Muskegon County, MI  
**WHITEHALL TOWNSHIP**









Prin & Neuhoff  
221173

# EXHIBIT B WATER MAIN LOCATIONS



I:\S:\CDD\02\04\08\128-60\W\27\1000-20\1173\_0000.dwg - 10/4/2023 7:17:16 AM

  
 SCALE: 1" = 2,500'

LEGEND	
	Water Tank
	Production Well
	Water Main Diameter
	4" and less
	6"
	8"
	12"
	16"

**WHITEHALL TOWNSHIP**  
 Muskegon County, MI  
**WHITEHALL TOWNSHIP**

Prim & Newhof  
 2221173

## EXHIBIT C TOWNSHIP RATES, CHARGES, and FEES

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

**Archimedes-Evergreen Development LLC**

**Spruce Point Drive**

4566 Apple Ave

Muskegon, Michigan 49442

November 21, 2023

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

Re: Requesting Spruce Pointe Dr (a Private Road), to become a Public Road in the City of Whitehall, Michigan.

Dear Mr. Scott K Huebler,

Archimedes-Evergreen Development and the Spruce Point Condo Co-Owners Association would like to formally request that the City of Whitehall, Michigan take ownership of Spruce Point Drive.

We have worked with the Whitehall DPW to ensure that all the City of Whitehall Standards have been closely adhered to in the construction of Spruce Pointe Drive. On July 29, 2023 Spruce Point Drive received the top course of the bituminous paving, thus completing the last requirement.

We want to thank you for your help in making this happen.

Gary L Merkey - Member

A handwritten signature in blue ink, appearing to read "Gary L Merkey".

C. Brian Armstrong, Public Works Dir.,  
[armstrong@cityofwhitehall.org](mailto:armstrong@cityofwhitehall.org)