



WHITEHALL

CITY COUNCIL WORK SESSION
405 E. COLBY ST., WHITEHALL, MI
CITY COUNCIL CHAMBERS

DECEMBER 12, 2023
5:00 p.m.

AGENDA

1. Meeting Called to Order
2. Discussion Items
 - Art Wall Brown
 - Handicap Parking at Pekadill's
3. Informational Items
4. Public Comment *
5. Meeting Adjourned

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

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

**Whitehall City Council
Work Session Information Report
December 2023**

Art Wall (Brown)

The Council approved an art wall for the pathway tunnel under Colby Street. It hasn't exactly been smooth sailing. Council shrunk the "canvas" to just inside the tunnel. Staff, Avery Jura, and some of the artists have spent time covering up the offensive art. Violations continue despite signs, social media postings, and word of mouth. Local representatives of the Michigan Department of Transportation (MDOT) have notified the City that they own the tunnel and that all walls must be painted over when the weather allows. MDOT will allow approved, non-offensive murals by permit.

Handicap Parking at Pekadill's (Brown)

The City is not obligated to provide any public parking outside the Central Business District. We do provide on street parking along portions of Mears Avenue, including in front of Pekadills. Parking for Pekadills, or lack of, has been an issue for years. There has been a long running feud between Pekadill's and Frank Hollister regarding accessibility at their restaurant. Frank has now brought in the Civil Rights Litigation Initiative. They have contacted Pekadills and Public Works Director Armstrong on a number of occasions and have now reached out to the Council asking for an accessible parking space on Elliott Street.

On street accessible parking is dangerous and discouraged by MDOT. The current patch of asphalt on Elliott does not meet ADA guidelines. The City could replace this patch with an appropriate space by adding it to the Warner Street Project. Staff would recommend that this be done at the expense of Pekadills.



WHITEHALL

CITY COUNCIL MEETING
405 E. COLBY STREET, WHITEHALL, MI
CITY COUNCIL CHAMBERS
DECEMBER 12, 2023
6:00 p.m.

AGENDA

1. Meeting called to Order
 - Pledge of Allegiance
2. Approval of Agenda
3. Special Presentation - Annual Audit Presentation, Douglas Vredeveld
4. Consent Agenda
 - Approval of the November 28 Council Meeting Minutes
 - Approval of Accounts Payable
 - Communications: 2023 FYE Audit, Muskegon County Public Works Minutes
5. Messages from the Mayor, Council, and City Manager
6. Public Comment *
7. Old Business
8. New Business
 - Resolution 23-43 MDOT Contract – Warner Street
9. Public Comment *
10. Adjournment

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

PRESENT: Tanya Cabala, Debi Hillebrand, Jeff Holmstrom, Steve Salter, Stephen Sikkenga and Tom Ziemer

ABSENT: Scott Brown

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

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

Motion by Cabala, seconded by Hillebrand, CARRIED, to excuse Scott Brown from tonight's meeting. All yeses

APPROVAL OF THE AGENDA

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

APPROVAL OF THE CONSENT AGENDA

- A. Approval of the November 14 Council Meeting Minutes
- B. Accounts Payable - \$471,098.67
- C. Communications: City Financials Quarterly Update, Wastewater Management Committee Minutes

Motion by Hillebrand, seconded by Cabala, CARRIED, to approve the Consent Agenda.
Yes – 6; No – 0; Absent – Brown

MESSAGES FROM THE MAYOR, COUNCIL, AND CITY MANAGER

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

City Manager Huebler provided information on the Colby Street sewer extension emergency purchase that is deemed necessary to protect the public health, safety, and welfare given that four businesses are on failed septic systems. Bid packets will be directly sent to local qualified contractors instead of posting in the local newspaper as normal procedure dictates.

PUBLIC COMMENT:

Edd Whalen and Amy Martell provided public comment.

OLD BUSINESS:

None

NEW BUSINESS:

- A. Resolution 23-42 White Lake Fire Authority

Motion by Holmstrom, seconded by Hillebrand, CARRIED, to approve the White Lake Fire Authority 2023 Amended and Restated Articles of Incorporation as submitted and authorize Mayor Salter to sign on behalf of the City.

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

B. Resolution 23-43 Township Water Service Agreement

Motion by Hillebrand, seconded by Sikkenga, CARRIED, to approve the amended 2023 Whitehall Township Water Service agreement as presented and authorize the execution of the agreement by the Mayor and City Clerk.

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

C. Public Road Request

Motion by Sikkenga, seconded by Hillebrand, CARRIED, to approve the request to accept Spruce Point Drive as a public road.

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

PUBLIC COMMENT:

One student from Montague's government class and Capt. Pete McCarthy provided comment.

ADJOURNMENT

Mayor Salter adjourned the Council Meeting at 6:47 pm.

Steven Salter, Mayor

Brenda Bourdon, City Clerk

CITY OF WHITEHALL
ACCOUNTS PAYABLE
December 12, 2023

December 2023 Prepays

<u>VENDOR NAME</u>		<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>Check No.</u>
City of Whitehall-Common Cash	Payroll		\$51,662.16	Transfer
IRS	Payroll		\$18,725.42	EFT
Alerus Financial	Payroll		\$6,262.18	EFT
MISDU	Payroll		\$61.84	9197
FOP CD Hammond	Payroll		\$69.39	9198
Alerus Financial	Payroll		\$338.08	EFT
Teamsters	Payroll		\$449.00	9199

Total Prepays:

\$77,568.07

Accounts Payable:

\$203,256.00

TOTAL ACCOUNTS PAYABLE

\$280,824.07

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF DECEMBER 12, 2023

Vendor Code	Vendor Name	Description	Amount
AFLAC	AFLAC		
	931507	PREMIUM - NOV-2023	399.12
TOTAL FOR: AFLAC			<u>399.12</u>
MISC	ALLIED UNIVERSAL TECHNOLOGY SERVICE		
	IN1-910319421	ANNUAL MONITORING- 23/24	330.00
TOTAL FOR: ALLIED UNIVERSAL TECHNOLOGY SERVICE			<u>330.00</u>
ARKEMA	ANDREW ARKEMA		
	REIMBURSEMENT	WORKWEAR	95.62
TOTAL FOR: ANDREW ARKEMA			<u>95.62</u>
ASPHA	ASPHALT PAVING INC		
	API-0003038	ASPHALT - 4.2 TONS	333.90
	API-0003057	COLD PATCH - 15.34 TONS	2,301.00
TOTAL FOR: ASPHALT PAVING INC			<u>2,634.90</u>
CMP	CMP DISTRIBUTORS INC		
	79098	BALLISTIC VEST - QTY 1	255.00
	79153	BALLISTIC VEST - QTY 4	3,056.00
TOTAL FOR: CMP DISTRIBUTORS INC			<u>3,311.00</u>
CONSU	CONSUMER'S ENERGY		
	STATEMENT	PUBLIC UTILITIES	5,986.25
TOTAL FOR: CONSUMER'S ENERGY			<u>5,986.25</u>
MORRI	DOUG MORRIS		
	DEC-2023	RETIREE OPEB STIPEND - MORRIS	300.00
TOTAL FOR: DOUG MORRIS			<u>300.00</u>
DTE	DTE ENERGY		
	STATEMENT	PUBLIC UTILITIES	2,450.02
TOTAL FOR: DTE ENERGY			<u>2,450.02</u>
EPS	ENGINEERED PROTECTION SYSTEMS INC.		
	A1372296	SYSTEM MONITORING - 1/1-3/31/24	231.75
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC.			<u>231.75</u>
ETNA	ETNA SUPPLY INC		
	STATEMENTS	METER TRANCEIVERS (12)/CLAMP (1)/CLAMP/BRASS	2,940.00
TOTAL FOR: ETNA SUPPLY INC			<u>2,940.00</u>
FFARM	FAMILY FARM AND HOME		
	520	TIRES W/RIM (2)- TRAILER 11-04	339.98
TOTAL FOR: FAMILY FARM AND HOME			<u>339.98</u>
FRONT	FRONTIER		
	STATEMENTS	TELEPHONE	228.25
TOTAL FOR: FRONTIER			<u>228.25</u>
GILLROY	GILL-ROY'S HARDWARE		
	STATEMENT	PARTS/SUPPLIES/TOOLS	336.57
TOTAL FOR: GILL-ROY'S HARDWARE			<u>336.57</u>

OPEN
CITY OF WHITEHALL ACCOUNTS PAYABLE
COUNCIL MEETING OF DECEMBER 12, 2023

Vendor Code	Vendor Name	Description	Amount
HAVIL	HAVILAND		
	489415 / CR4896	QTY 16 - 15 GAL DRUM CHLORINE	1,203.00
TOTAL FOR: HAVILAND			1,203.00
HOME	HOME SERVICES OF WHITE LAKE		
	35478	UPS CHARGES	11.51
TOTAL FOR: HOME SERVICES OF WHITE LAKE			11.51
HYDCO	HYDROCORP METER SALES		
	75406-IN	BI-ANNUAL SERVICE PROGRAM - NOV2023- CROSS C	970.00
TOTAL FOR: HYDROCORP METER SALES			970.00
JJ'S ELEC	JJ'S ELECTRIC LLC		
	NOV-2023	ELECTRICAL PERMITS - NOV-2023	512.80
TOTAL FOR: JJ'S ELECTRIC LLC			512.80
KENNE	KENNEDY INDUSTRIES INC		
	638193	CHECK VALVE & HARDWARE KIT - LS#3	965.00
TOTAL FOR: KENNEDY INDUSTRIES INC			965.00
LAKESHORE	LAKESHORE LEAF VAC, LLC		
	1350	LEAF COLLECTION - FALL/2022.	49,000.00
TOTAL FOR: LAKESHORE LEAF VAC, LLC			49,000.00
WLBEA	LUDINGTON DAILY NEWS		
	99196718	PUBLISHING	597.00
TOTAL FOR: LUDINGTON DAILY NEWS			597.00
MODEL	MODEL COVERALL SERVICE INC		
	STATEMENT	UNIFORMS - NOVEMBER 2023	279.92
TOTAL FOR: MODEL COVERALL SERVICE INC			279.92
MONROE	MONROE CUSTOM CAMPERS, INC.		
	161166506	PLOW/PARTS - 12-04 / 12-08	363.90
TOTAL FOR: MONROE CUSTOM CAMPERS, INC.			363.90
MUTRE	MUSKEGON COUNTY TREASURER'S		
	WWUB123500	WASTE WATER AND BONDS	69,100.00
TOTAL FOR: MUSKEGON COUNTY TREASURER'S			69,100.00
THRONE	NOLAN THRONE		
	REIMBURSEMENT	MILAGE REIMBURSEMENT - WATER TESTING	56.33
TOTAL FOR: NOLAN THRONE			56.33
ED	OGBORN ENTERPRISES, INC.		
	WCH & WDPW-2023	CLEANING SERVICES - CH/DPW - DEC2023	760.00
TOTAL FOR: OGBORN ENTERPRISES, INC.			760.00
PARS	PARSONS SMALL ENGINE SERVICE		
	STATEMENT	TIRE TUBE REPAIR	27.15
TOTAL FOR: PARSONS SMALL ENGINE SERVICE			27.15

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Vendor Code	Vendor Name	Description	Amount
MME	PLAINFIELD CHARTER TOWNSHIP		
	DUES 23/24	MEMBERSHIP RENEWAL - HUEBLER	200.00
TOTAL FOR: PLAINFIELD CHARTER TOWNSHIP			<u>200.00</u>
PRHLTH	PRIORITY HEALTH		
	797242-S001	HEALTH INSURANCE - DEC-2023	23,111.46
TOTAL FOR: PRIORITY HEALTH			<u>23,111.46</u>
ROTHB	RIVERS ACE		
	STATEMENT	ZIP TIES/LIGHT CLIP	16.98
TOTAL FOR: RIVERS ACE			<u>16.98</u>
RIVERS	RIVERS RENTAL & EQUIPMENT		
	STATEMENT - 825 BAR & CHAIN OIL/CHAIN/ULTRA OIL/SPRINKLER		148.32
TOTAL FOR: RIVERS RENTAL & EQUIPMENT			<u>148.32</u>
TUFT	ROBERT E TUFTS JR		
	NOV-2023	BUILDING PERMITS -NOV-2023	5,972.60
TOTAL FOR: ROBERT E TUFTS JR			<u>5,972.60</u>
SCHEI	SCHEID PLUMBING HEATING & COOL		
	I-26278-1	SERVICE/PARTS - PUMP WIRING/NEW PUMP	2,869.10
	I-26822-1	WATER LATERAL- 114 E LINCOLN	4,155.00
	I-27069-2 / 3	SERVICE CALL - CH DRAIN CLEAN/DE-SCALE	633.92
	I-27090-1	SERVICE/REPLACE BLOWER MOTOR - HEAT@ DPW	961.50
	I-27405-1	SERVICE CALL - THERMOSTAT REPLACEMENT	271.03
TOTAL FOR: SCHEID PLUMBING HEATING & COOL			<u>8,890.55</u>
SHO	SHORELINE INSPECTION SERVICE LLC		
	NOV-2023	MECHANICAL & PLUMBING PERMITS NOV-2023	1,543.00
TOTAL FOR: SHORELINE INSPECTION SERVICE LLC			<u>1,543.00</u>
STIB	STIBITZ FARMS		
	0454	10FT TREE & 4-25FT GARLAND	240.00
TOTAL FOR: STIBITZ FARMS			<u>240.00</u>
THERA	THE RAGBIRDS LLC		
	CONTRACT	MUSIC PERFORMANCE - FFRI 12.1.23	1,520.00
TOTAL FOR: THE RAGBIRDS LLC			<u>1,520.00</u>
TWIN	TWIN CITIES AUTO PARTS & SERVICE		
	487073	HYDRAULIC HOSE & FITTINGS - TRUCK 12-15	179.27
	STATEMENT	REPAIRS/PARTS/SERVICE - TRUCKS 12-18/19/16/15	7,295.37
TOTAL FOR: TWIN CITIES AUTO PARTS & SERVICE			<u>7,474.64</u>
UNI	UNITED GROUP PROGRAMS, INC.		
	27101 - DEC-202 WRAP - DEC-2023		4,620.86
TOTAL FOR: UNITED GROUP PROGRAMS, INC.			<u>4,620.86</u>
USPOS	UNITED STATES POSTMASTER		
	STATEMENT	STAMPS - 1 ROLL (100/66CENT) / 1 ROLL (100/24	90.00
TOTAL FOR: UNITED STATES POSTMASTER			<u>90.00</u>

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Vendor Code	Vendor Name	Description	Amount
VANCE	VANCE OUTDOORS INC		
	1086650-IN	AMMUNITION	1,021.80
TOTAL FOR: VANCE OUTDOORS INC			1,021.80
VERIZ	VERIZON WIRELESS		
	9950430326	ON CALL CELL/IPAD DATA	41.46
TOTAL FOR: VERIZON WIRELESS			41.46
VRE	VREDEVELD HAEFNER LLC		
	6182	AUDIT - FY 22/23 & FINANCIAL STATEMENTS	2,650.00
TOTAL FOR: VREDEVELD HAEFNER LLC			2,650.00
WMBUR	WEST MICHIGAN BURIAL VAULT CO		
	014074	FOUNDATIONS	88.00
TOTAL FOR: WEST MICHIGAN BURIAL VAULT CO			88.00
WLAUT	WHITE LAKE AUTOMOTIVE		
	STATEMENT	BATTERY/OIL/SCRAPER/LED KIT/HOSE FITTINGS	485.39
TOTAL FOR: WHITE LAKE AUTOMOTIVE			485.39
WHIVE	WHITEHALL VENTURES INC		
	DEC-2023	LEASE -DEC-2023	145.00
TOTAL FOR: WHITEHALL VENTURES INC			145.00
PURCHASE CARD VENDOR: CO-TCM TCM BANK. N.A			
MISC	AMAZON.COM		
	111-4909081-035	ADMIN - PERSONEL FILES/PD - REPORTERS NOTEBOO	44.64
	111-5620438-390	COUNCIL - DIPLOMA FRAME	37.03
	STATEMENT	MEMBERSHIP - PRIME (REFUND DUE)	147.34
TOTAL FOR: AMAZON.COM			229.01
MISC	EBAY.COM		
	05-10713-27568	REFUND - WATER FILTER	(109.51)
TOTAL FOR: EBAY.COM			(109.51)
MISC	EVENTBRITE		
	10212023	EVENTBRITE - DUE FROM CO VISA	(60.00)
	11222023	EVENTBRITE - TRAINING BOLLES	60.00
TOTAL FOR: EVENTBRITE			0.00
MISC	LITTLE CAESARS PIZZA		
	STATEMENT	HOSPITALITY MEAL - WLYT COUNCIL	36.62
TOTAL FOR: LITTLE CAESARS PIZZA			36.62
MML	MICHIGAN MUNICIPAL LEAGUE		
	STATEMENT	ANNUAL MEMBERSHIP - HUEBLER	425.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			425.00
MLIVE	MLIVE MEDIA GROUP		
	STATEMENT	DIGITAL SUBSCRIPTION - DEC-2023	10.00
TOTAL FOR: MLIVE MEDIA GROUP			10.00

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Vendor Code	Vendor Name	Invoice	Description	Amount
MISC	MUSKEGON LAKESHORE CHAMBER	97042	MEMBERSHIP 2024	375.00
TOTAL FOR: MUSKEGON LAKESHORE CHAMBER				375.00
SAMS	SAM'S CLUB/GECF	10113021826	HAND SOAP REFILL	7.98
		10115250758	CH - TRASH BAGS	17.98
		10117062797	DPW - COFFEE/CH - CUPS	24.96
		10121483476	CH - WINDEX	12.22
		844838868669863	CANDY - CHRISTMAS PARADE	289.78
		STATEMENT	PD - GLOVES	37.92
TOTAL FOR: SAM'S CLUB/GECF				390.84
MISC	SPOTIFY	183725231012610	SUBSCRIPTION - MONTHLY FEE-DEC-2023	10.99
TOTAL FOR: SPOTIFY				10.99
MISC	SUBWAY	STATEMENT	ELECTION - FOOD	81.78
TOTAL FOR: SUBWAY				81.78
USPOS	UNITED STATES POSTMASTER	STATEMENT	POSTAGE	11.75
TOTAL FOR: UNITED STATES POSTMASTER				11.75
WALMART	WALMART	STATEMENT	FOOD - INSURANCE MEETING	37.69
		STATEMENT	ELECTION - FOOD	66.70
TOTAL FOR: WALMART				104.39
TOTAL PURCHASE CARD VENDOR: CO-TCM TCM BANK. N.A				1,565.87

TOTAL - ALL VENDORS 203,256.00

FUND TOTALS:

Fund 101 - GENERAL OPERATING FUND	95,980.12
Fund 202 - MAJOR STREET FUND	1,362.50
Fund 203 - LOCAL STREET FUND	1,696.40
Fund 247 - TAX INCREMENT FINANCE AUTHORITY #1	729.21
Fund 249 - BUILDING INSPECTION DEPARTMENT	8,028.40
Fund 580 - PLAYHOUSE	2,843.53
Fund 590 - SEWER FUND	70,759.96
Fund 591 - WATER FUND	10,292.47
Fund 594 - MARINA FUND	170.52
Fund 661 - MOTOR POOL FUND	11,392.89

OPEN

CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF DECEMBER 12, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 000 247	EVENTBRITE - DUE FROM CO VISA	EVENTBRITE	10/21/23	10212023	(60.00)
101-000-082.000	PREMIUM - NOV-2023	AFLAC	11/12/23	931507	399.12
101-000-231.018			Total For Dept 000 247		339.12
Dept 101 CITY COUNCIL	CANDY - CHRISTMAS PARADE	SAM'S CLUB/GEFC	11/30/23	8448388686986301805	289.78
101-101-962.000			Total For Dept 101 CITY COUNCIL		289.78
Dept 172 ADMINISTRATION	PERSONEL FILES	AMAZON.COM	11/01/23	111-4909081-0353831	16.65
101-172-727.000	STAMPS - 1 ROLL (100/66CENT)	UNITED STATES POSTMASTER	11/28/23	STATEMENT	90.00
101-172-728.000	ANNUAL MEMBERSHIP - HUEBLER	MICHIGAN MUNICIPAL LEAGU	11/22/23	STATEMENT	425.00
101-172-770.000	DIGITAL SUBSCRIPTION - DEC-2023	MLIVE MEDIA GROUP	11/28/23	STATEMENT	10.00
101-172-770.000	MEMBERSHIP 2024	MUSKEGON LAKESHORE CHAMB	11/22/23	97042	375.00
101-172-770.000	MEMBERSHIP RENEWAL - HUEBLER 23	PLAINFIELD CHARTER TOWNS	11/20/23	DUES 23/24	200.00
101-172-807.000	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	6182	901.00
101-172-850.000	TELEPHONE/50% - 231.893.4708	FRONTIER	11/10/23	STATEMENTS	52.07
			Total For Dept 172 ADMINISTRATION		2,069.72
Dept 215 CITY CLERK	COUNCIL - DIPLOMA FRAME	AMAZON.COM	11/09/23	111-5620438-3904233	37.03
101-215-727.000	PUBLISHING - VETERANS DAY	LUDINGTON DAILY NEWS	11/30/23	99196718	597.00
101-215-905.000			Total For Dept 215 CITY CLERK		634.03
Dept 262 ELECTIONS	ELECTION - FOOD	SUBWAY	11/07/23	STATEMENT	81.78
101-262-962.000	ELECTION - FOOD	WALMART	11/07/23	STATEMENT	66.70
			Total For Dept 262 ELECTIONS		148.48
Dept 265 CITY HALL BLDG & GROUNDS	COMMAND HOOKS - CHRISTMAS DECOR	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	41.37
101-265-757.000	HAND SOAP REFILL	SAM'S CLUB/GEFC	10/30/23	10113021826	7.98
101-265-757.000	CH - TRASH BAGS	SAM'S CLUB/GEFC	11/06/23	10115250758	17.98
101-265-757.000	CH - WINDEX	SAM'S CLUB/GEFC	11/27/23	10121483476	12.22
101-265-757.000	CH - CUPS	SAM'S CLUB/GEFC	11/13/23	10117062797	10.02
101-265-775.000	OUTLET COVER/GFCI OUTLET	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	33.01
101-265-818.700	CLEANING SERVICES - CH - DEC202	OGBORN ENTERPRISES, INC.	12/01/23	WCH & WDPW-2023-12	475.00
101-265-920.000	PUBLIC UTILITIES/910021159454	DTE ENERGY	11/22/23	STATEMENT	598.31
101-265-931.000	SERVICE CALL - DRAIN CLEAN/DE-S	SCHIED PLUMBING HEATING	11/25/23	I-27069-2 / 3	633.92
			Total For Dept 265 CITY HALL BLDG & GROUNDS		1,829.81
Dept 270 FRINGE BENEFITS	WORKWEAR - ARKEMA	ANDREW ARKEMA	11/30/23	REIMBURSEMENT	95.62
101-270-719.450	UNIFORMS - NOVEMBER 2023	MODEL COVERALL SERVICE I	11/30/23	STATEMENT	249.44
101-270-719.600	FRINGE-HEALTH INS	PRIORITY HEALTH	11/16/23	797242-S001	22,255.45
101-270-719.601	RETIRE OPEB STIPEND - MORRIS -	DOUG MORRIS	12/01/23	DEC-2023	300.00
101-270-719.601	FRINGE BENEFITS-RETIREE HEALTH	PRIORITY HEALTH	11/16/23	797242-S001	856.01
101-270-719.603	FRINGE-HEALTH INS WRAP -DEC-202	UNITED GROUP PROGRAMS, I	12/01/23	27101 - DEC-2023	4,620.86
101-270-719.685	FOOD - INSURANCE MEETING	WALMART	11/08/23	STATEMENT	37.69
			Total For Dept 270 FRINGE BENEFITS		28,415.07

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF DECEMBER 12, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 101 GENERAL OPERATING FUND					
Dept 301 POLICE					
101-301-727.000	PD - REPORTERS NOTEBOOK	AMAZON.COM	11/01/23	111-4909081-0353831	27.99
101-301-727.000	POSTAGE	UNITED STATES POSTMASTER	11/29/23	STATEMENT	11.75
101-301-741.000	AMMUNITION	VANCE OUTDOORS INC	11/22/23	1086650-IN	1,021.80
101-301-757.000	PD - GLOVES	SAM'S CLUB/GEFC	11/22/23	STATEMENT	37.92
101-301-759.000	BALLISTIC VEST - QTY 1 - GIBSON	CMP DISTRIBUTORS INC	11/22/23	79098	255.00
101-301-760.000	EVENTBRITE - TRAINING BOLLES	EVENTBRITE	11/22/23	11222023	60.00
101-301-850.000	TELEPHONE/50% - 231.893.4708	FRONTIER	11/10/23	STATEMENTS	52.07
101-301-920.000	EMERGENCY SIREN/10000034551	CONSUMER'S ENERGY	11/22/23	STATEMENT	21.32
101-301-933.000	CAR 300- REPLACE BATTERY	TWIN CITIES AUTO PARTS &	11/30/23	STATEMENT	2,345.17
101-301-976.000	BALLISTIC VEST - QTY 4	CMP DISTRIBUTORS INC	11/29/23	79153	3,056.00
		Total For Dept 301 POLICE			6,889.02
Dept 448 STREET LIGHTING					
101-448-920.000	PUBLIC UTILITIES/103033655079	CONSUMER'S ENERGY	11/22/23	STATEMENT	5,827.30
		Total For Dept 448 STREET LIGHTING			5,827.30
Dept 528 LEAF DISPOSAL					
101-528-818.000	LEAF COLLECTION - 10/27-11/24/2	LAKESHORE LEAF VAC, LLC	11/24/23	1350	49,000.00
		Total For Dept 528 LEAF DISPOSAL			49,000.00
Dept 567 CEMETERY					
101-567-757.000	SPRINKLER	RIVERS RENTAL & EQUIPMEN	11/30/23	STATEMENT - 8253	47.85
101-567-920.000	PUBLIC UTILITIES/910021159306	DTE ENERGY	11/22/23	STATEMENT	57.50
101-567-932.000	FOUNDATIONS	WEST MICHIGAN BURIAL VAU	10/01/23	014074	88.00
101-567-933.000	TIRE TUBE REPAIR	PARSONS SMALL ENGINE SER	11/30/23	STATEMENT	13.57
		Total For Dept 567 CEMETERY			206.92
Dept 751 PARKS DEPARTMENT					
101-751-757.000	ANTI-FREEZE	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	12.99
101-751-775.000	VALVE/BRASS NIPPLES (4) - IRR @	ETNA SUPPLY INC	11/29/23	STATEMENTS	133.00
101-751-775.000	BUSHING/UNION - IRRIGATION @LIO	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	38.50
101-751-933.000	TIRE TUBE REPAIR	PARSONS SMALL ENGINE SER	11/30/23	STATEMENT	13.58
101-751-933.000	PARKS TRLR - LED LIGHT KIT	WHITE LAKE AUTOMOTIVE	11/30/23	STATEMENT	77.79
		Total For Dept 751 PARKS DEPARTMENT			275.86
Dept 756 119 S BALDWIN ST					
101-756-920.000	PUBLIC UTILITIES/910021159793	DTE ENERGY	11/22/23	STATEMENT	55.01
		Total For Dept 756 119 S BALDWIN ST			55.01
		Total For Fund 101 GENERAL OPERATING FUND			95,980.12
Fund 202 MAJOR STREET FUND					
Dept 478 WINTER MAINT					
202-478-757.000	COLD PATCH - 7.67 TONS	ASPHALT PAVING INC	11/21/23	API-0003057	1,150.50
		Total For Dept 478 WINTER MAINT			1,150.50
Dept 482 ADMINISTRATION					
202-482-807.000	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	6182	212.00
		Total For Dept 482 ADMINISTRATION			212.00
		Total For Fund 202 MAJOR STREET FUND			1,362.50

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF DECEMBER 12, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 203 LOCAL STREET FUND					
Dept 463 ROUTINE MAINT					
203-463-757.000	ASPHALT - 4.2 TONS	ASPHALT PAVING INC	11/20/23	API-0003038	333.90
			Total For Dept 463 ROUTINE MAINT		333.90
Dept 478 WINTER MAINT					
203-478-757.000	COLD PATCH - 7.67 TONS	ASPHALT PAVING INC	11/21/23	API-0003057	1,150.50
			Total For Dept 478 WINTER MAINT		1,150.50
Dept 482 ADMINISTRATION					
203-482-807.000	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	6182	212.00
			Total For Dept 482 ADMINISTRATION		212.00
Fund 247 TAX INCREMENT FINANCE AUTHORITY #1					
Dept 000 247					
247-000-818.400	LEASE -DEC-2023	WHITEHALL VENTURES INC	12/01/23	DEC-2023	145.00
			Total For Dept 000 247		145.00
Dept 525 DOWNTOWN STREETScape					
247-525-757.000	ANIT-FREEZE	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	12.99
247-525-920.000	PUBLIC UTILITIES/920030385842	DTE ENERGY	11/22/23	STATEMENT	110.83
247-525-921.000	PED LIGHTS/100000242550	CONSUMER'S ENERGY	11/22/23	STATEMENT	108.84
247-525-974.000	ZIP TIES - DT CHRISTMAS LIGHTS	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	101.56
247-525-974.000	LIGHT CLIPS - DT CHRISTMAS LIGH	RIVERS ACE	11/30/23	STATEMENT	9.99
247-525-974.000	10FT TREE & 4-25FT GARLAND	STIBITZ FARMS	11/13/23	0454	240.00
			Total For Dept 525 DOWNTOWN STREETScape		584.21
Fund 249 BUILDING INSPECTION DEPARTMENT					
Dept 000 247					
249-000-818.000	ELECTRICAL PERMITS - NOV-2023	JJ'S ELECTRIC LLC	11/01/23	NOV-2023	512.80
249-000-818.000	BUILDING PERMITS - NOV-2023	ROBERT E TUFTS JR	11/01/23	NOV-2023	5,972.60
249-000-818.000	MECHANICAL PERMITS -NOV-2023	SHORELINE INSPECTION SER	11/01/23	NOV-2023	1,543.00
			Total For Dept 000 247		8,028.40
Fund 580 PLAYHOUSE					
Dept 000 247					
580-000-082.000	MEMBERSHIP - PRIME (REFUND DUE)	AMAZON.COM	11/25/23	STATEMENT	147.34
580-000-757.000	WATER FILTER - DRINKING FOUNTAI	EBAY.COM	11/06/23	05-10713-27568	(109.51)
580-000-757.050	HOSPITALITY - DINNER OPT OUT	THE RAGBIRDS LLC	11/29/23	CONTRACT	20.00
580-000-757.410	HOSPITALITY MEAL - WLYT COUNCIL	LITTLE CAESARS PIZZA	11/06/23	STATEMENT	36.62
580-000-807.000	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	6182	53.00
580-000-818.400	MUSIC PERFORMANCE - FFEI 12.1.2	THE RAGBIRDS LLC	11/29/23	CONTRACT	1,500.00
580-000-818.600	SUBSCRIPTION - MONTHLY FEE-DEC-	SPOTIFY	11/29/23	1837252310126101-117	10.99
580-000-920.000	PUBLIC UTILITIES/910021159660	DTE ENERGY	11/22/23	STATEMENT	953.34
580-000-931.000	SYSTEM MONITORING - 1/1-3/31/24	ENGINEERED PROTECTION SY	12/01/23	A1372296	231.75
			Total For Dept 000 247		2,843.53
			Total For Fund 580 PLAYHOUSE		2,843.53

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF DECEMBER 12, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 590 SEWER FUND					
Dept 550 SEWER ADMINISTRATION	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	6182	583.00
590-550-807.000			Total For Dept 550 SEWER ADMINISTRATION		583.00
Dept 552 SEWER CUSTOMER ACCOUNTS	IPAD SERVICE PLAN	VERIZON WIRELESS	11/28/23	9950430326	19.00
590-552-850.000			Total For Dept 552 SEWER CUSTOMER ACCOUNTS		19.00
Dept 554 SEWER PUMPING	CHECK VALVE & HARDWARE KIT - L	KENNEDY INDUSTRIES INC	08/29/23	638193	965.00
590-554-775.000	PUBLIC UTILITIES/100094991039	CONSUMER'S ENERGY	11/22/23	STATEMENT	28.79
590-554-920.000	PUBLIC UTILITIES/910021159892	DTE ENERGY	11/22/23	STATEMENT	62.45
590-554-920.000			Total For Dept 554 SEWER PUMPING		1,056.24
Dept 556 WASTEWATER SYSTEM-GALLONAGE	WASTEWATER SYSTEM-GALLONAGE	MUSKEGON COUNTY TREASURE	11/17/23	WWUB123500	44,268.26
590-556-959.900	WASTEWATER SYS-GALLONAGE - BOND	MUSKEGON COUNTY TREASURE	11/17/23	WWUB123500	24,831.74
590-556-959.950			Total For Dept 556 WASTEWATER SYSTEM-GALLONAGE		69,100.00
Dept 558 SEWER T & D	ON CALL CELL	VERIZON WIRELESS	11/28/23	9950430326	1.72
590-558-850.000			Total For Dept 558 SEWER T & D		1.72
Fund 591 WATER FUND					
Dept 540 WATER ADMINISTRATION	MILEAGE REIMBURSEMENT - WATER TE	NOLAN THRONE	11/27/23	REIMBURSEMENT	56.33
591-540-760.000	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	6182	583.00
591-540-807.000			Total For Dept 540 WATER ADMINISTRATION		639.33
Dept 542 WATER CUSTOMER ACCOUNTS	IPAD SERVICE PLAN	VERIZON WIRELESS	11/28/23	9950430326	19.01
591-542-850.000			Total For Dept 542 WATER CUSTOMER ACCOUNTS		19.01
Dept 546 WATER SOURCE PLANT	QTY 16 - 15 GAL DRUM CHLORINE	HAVILAND	10/19/23	489415 / CR489694	1,203.00
591-546-757.000	SERVICE CALL - THERMOSTAT REPLA	SCHIED PLUMBING HEATING	12/01/23	I-27405-1	271.03
591-546-818.100	PUBLIC UTILITIES/920017788919	DTE ENERGY	11/22/23	STATEMENT	158.75
591-546-920.000	TELEPHONE - 231.893.0406	FRONTIER	11/10/23	STATEMENTS	40.78
591-546-920.000			Total For Dept 546 WATER SOURCE PLANT		1,673.56
Dept 548 WATER T & D	CLAMP	ETNA SUPPLY INC	11/29/23	STATEMENTS	467.00
591-548-775.000	CLAMPS - MAIN BRAKE 1004 PEACH	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	15.33
591-548-775.000	UPS CHARGES	HOME SERVICES OF WHITE L	12/05/23	35478	11.51
591-548-775.000	BI-ANNUAL SERVICE PROGRAM - NO	HYDROCOP METER SALES	11/30/23	75406-IN	970.00
591-548-818.000	WATER LATERAL- 114 E LINCOLN	SCHIED PLUMBING HEATING	12/06/23	I-26822-1	4,155.00
591-548-818.100	ON CALL CELL	VERIZON WIRELESS	11/28/23	9950430326	1.73
591-548-850.000			Total For Dept 548 WATER T & D		5,620.57
Dept 549 WATER CONSTRUCTION	CAPITAL-METERS/TRANCEIVERS (12)	ETNA SUPPLY INC	11/29/23	STATEMENTS	2,340.00
591-549-976.000					

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF DECEMBER 12, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
Fund 591 WATER FUND					
Dept 549 WATER CONSTRUCTION					
Total For Dept 549 WATER CONSTRUCTION					2,340.00
Fund 594 MARINA FUND					
Dept 000 247					
594-000-757.000	GEN ADAPTER - BUBBLERS	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	34.19
594-000-807.000	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	6182	53.00
594-000-850.000	TELEPHONE - 231.894.9689	FRONTIER	11/10/23	STATEMENTS	83.33
Total For Dept 000 247					170.52
Fund 661 MOTOR POOL FUND					
Dept 000 247					
Total For Fund 594 MARINA FUND					170.52
661-000-751.000	ULTRA OIL	RIVERS RENTAL & EQUIPMEN	11/30/23	STATEMENT - 8253	25.99
661-000-751.000	TRUCK 12-05 - OIL	WHITE LAKE AUTOMOTIVE	11/30/23	STATEMENT	10.38
661-000-757.000	BATTERIES	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	7.37
661-000-757.000	BAR & CHAIN OIL	RIVERS RENTAL & EQUIPMEN	11/30/23	STATEMENT - 8253	74.48
661-000-757.000	DPW - COFFEE	SAM'S CLUB/GEFC	11/13/23	10117062797	14.94
661-000-777.000	RAKES (2)	GILL-ROY'S HARDWARE	11/30/23	STATEMENT	28.78
661-000-781.000	NUTS & BOLTS	GILL-ROY'S HARDWARE	11/22/22	161166506	10.48
661-000-781.000	FLOW - 12-08	MONROE CUSTOM CAMPERS, I	11/30/23	6182	363.90
661-000-807.000	AUDIT FEE	VREDEVELD HAEFNER LLC	11/30/23	STATEMENT	53.00
661-000-818.000	SHOP TOWELS	MODEL COVERALL SERVICE I	11/30/23	STATEMENT	30.48
661-000-818.700	CLEANING SERVICES - DPW - DEC20	OGBORN ENTERPRISES, INC.	12/01/23	WCH & WDPW-2023-12	285.00
661-000-920.000	PUBLIC UTILITIES/910021159181	DTE ENERGY	11/22/23	STATEMENT	453.83
661-000-931.000	ANNUAL MONITORING- 23/24	ALLIED UNIVERSAL TECHNOL	11/22/23	IN1-910319421	330.00
661-000-931.000	SERVICE/REPLACE BLOWER MOTOR -	SCHIED PLUMBING HEATING	11/25/23	I-27090-1	961.50
661-000-931.000	SERVICE/PARTS - PUMP WIRING/NEW	SCHIED PLUMBING HEATING	12/06/23	I-26278-1	2,869.10
661-000-933.000	TIRES W/RIM (2)- TRAILER 11-04	FAMILY FARM AND HOME	11/29/23	520	339.98
661-000-933.000	ZIP TIES - TRUCK 12-15	RIVERS ACE	11/30/23	STATEMENT	6.99
661-000-933.000	HYDRAULIC HOSE & FITTINGS - TRU	TWIN CITIES AUTO PARTS &	11/02/23	487073	179.27
661-000-933.000	TRUCK 12-15 - OIL CHG/DOT INSPE	TWIN CITIES AUTO PARTS &	11/30/23	STATEMENT	4,950.20
661-000-933.000	CHIPPER 82-07 - BATTERY	WHITE LAKE AUTOMOTIVE	11/30/23	STATEMENT	397.22
Total For Dept 000 247					11,392.89
Total For Fund 661 MOTOR POOL FUND					11,392.89

OPEN
 CITY OF WHITEHALL ACCOUNTS PAYABLE
 COUNCIL MEETING OF DECEMBER 12, 2023

GL Number	Invoice Line Desc	Vendor	Invoice Date	Invoice	Amount
	Fund Totals:				
		Fund 101 GENERAL OPERATING FUND			95,980.12
		Fund 202 MAJOR STREET FUND			1,362.50
		Fund 203 LOCAL STREET FUND			1,696.40
		Fund 247 TAX INCREMENT FINANCE			729.21
		Fund 249 BUILDING INSPECTION DE			8,028.40
		Fund 580 PLAYHOUSE			2,843.53
		Fund 590 SEWER FUND			70,759.96
		Fund 591 WATER FUND			10,292.47
		Fund 594 MARINA FUND			170.52
		Fund 661 MOTOR POOL FUND			11,392.89
		Total For All Funds:			203,256.00



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

November 2, 2023 at 4:00 PM
via Zoom and in-person at: Muskegon County Marquette Campus, 1903 Marquette Avenue,
Muskegon, MI 49442

MINUTES

1. Call To Order

The Board of Public Works was called to order by Chair Paige at 4:00 p.m.

2. Roll Call

PRESENT: Commissioner Jessica Cook
Commissioner Kim Cyr
Commissioner Michelle Hazekamp
Commissioner Hovey-Wright
Water Resources Commissioner Brenda Moore
Commissioner Charles Nash
Commissioner Darrell Paige
Ex-Officio Jennifer Hodges

EXCUSED: Ex-Officio Scott Huebler

ALSO PRESENT: Mark Eisenbarth, County Administrator
Wade VandenBosch, Public Works Director
Tina Nash, Public Works Coordinator
Dave Johnson, Resource Recovery Center Director
Christine Morris, Resource Recovery Center Administrative Analyst
Matt Kelliher, IT Director
Laura Genovich, Corporate Counsel

3. Approval of Agenda

ACTION: Moved by Commissioner Jessica Cook, supported by Commissioner Michelle Hazekamp

VOICE VOTE: Passed

4. Approval of Minutes

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

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

VOICE VOTE: Passed

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

6. Items for Consideration

BPW23/11-103 **(Public Works/Wade VandenBosch)** Move to approve the water main easement and quit claim bill of sale and transfer of interest documents between East Muskegon Roofing and Sheet Metal Co. Inc. and Muskegon County for the project at 1665 Holton Road and authorize the Administrator to sign both documents.

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

VOICE VOTE: Passed

BPW23/11-104 **(Resource Recovery Center/David Johnson)** Move to accept the low bid of \$92,372.35 from West Michigan Dirtworks for RFB 23-2506, *South Irrigation Field Isolation*, to enable the isolation of farm fields south of Apple Avenue from the rest of the irrigation water distribution system at the Resource Recovery Center, and to amend the FY2024 Budget accordingly.

Dave Johnson stated isolating the irrigated farm fields south of Apple Ave would not happen until Consumers Energy makes a decision on the solar farm. Commissioner Cyr stated he had a discussion with an individual from Consumers Energy and they are working on the site plan and making progress. Consumers Energy hopes to have more information available in January 2024.

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

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

NO: None

Passed 7:0

7. Informational Items

- A. Public Works Monthly Report, October 2023
- B. Resource Recovery Center Monthly Report, October 2023

8. Unfinished Business

Commissioner Nash asked if the bid amount submitted by West Michigan Dirtworks for BPW23/11-104 was too low. Dave Johnson stated Prein&Newhof vetted the bid and Prein&Newhof has worked with this contractor before.

9. New Business - None

10. Public Comment - None

11. Final Board Comments

Commissioner Nash explained to the new commissioners why he questioned the bid amount for BPW23/11-104 and stated his concerns because of past experiences.

Water Resources Commissioner Moore stated the project for the O.H. Scott and Waters Drain has been delayed a lot. Water Resources Commissioner Moore stated she is at the point that she needs to roll the note and the bank is asking for a Full Faith and Credit from the County. Water Resources Commissioner Moore explained the reason for the delay and asked commissioners for their support if needed.

12. Adjournment

There being no further business to come before the Board of Public Works, the meeting was adjourned at 4:10 p.m.

Darrell Paige, Chair

Preliminary Minutes
To be approved at the December 7, 2023 Board of Public Works meeting

CITY OF WHITEHALL
RESOLUTION 23-43
MDOT CONTRACT – WARNER STREET

Council member _____ offered the following resolution and moved for its adoption:

Be it resolved that
CONTRACT No. 23-5442, Control Section STUL 61000, Job Number 205428CON
by and between the

MICHIGAN DEPARTMENT OF TRANSPORTATION

and the

CITY OF WHITEHALL

is hereby accepted.

The following Official(s) is/are authorized to sign the said contract:

Scott Huebler, City Manager

Supported by Council Member _____

ADOPTED: YES:
NO:
ABSENT:

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted
at
a regular meeting of the City Council on the
12th day of December, 2023.

Brenda Bourdon, City Clerk

STP

DA

Control Section	STUL 61000
Job Number	205428CON
Project	23A1023
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5442

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WHITEHALL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Whitehall, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated October 12, 2023, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and surface removal, machine grading, aggregate base and hot mix asphalt paving along Warner Street from Benston Road to Slocum Street, including concrete sidewalk, curb and gutter, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Watermain and associated concrete sidewalk along the limits as described in PART A; and all together with necessary work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Small Urban Funds in combination with Federal Surface Transportation Small MPO Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$361,527, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Small Urban Funds limited to \$111,527 and used first. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WHITEHALL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



October 12, 2023

EXHIBIT I

CONTROL SECTION STUL 61000
JOB NUMBER 205428CON
PROJECT 23A1023

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$491,000	\$600,000	\$1,091,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$491,000	\$600,000	\$1,091,000
Less Federal Funds*	<u>\$361,527</u>	<u>\$ 0</u>	<u>\$ 361,527</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$129,473	\$600,000	\$ 729,473

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B); Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

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**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.