



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
AGENDA FOR  
REGULAR COUNCIL MEETING  
GRAND HAVEN CITY HALL\*  
COUNCIL CHAMBERS  
519 WASHINGTON AVE  
MONDAY, MARCH 16, 2026  
7:30 PM**

- 1. MEETING CALLED TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. REAPPOINTMENTS TO BOARDS & COMMISSIONS**
- 6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS** **ATTACHMENT A**
  - A. Paige Howland, Human Relations Commission, term ending June 30, 2026.
- 7. APPROVAL OF CONSENT AND REGULAR AGENDA**
- 8. CONTINUATION OF WORK SESSION (IF NEEDED)**
- 9. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES**

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3203.
- 10. PRESENTATION** **ATTACHMENT B**
  - A. Women’s History Month Proclamation, Human Relations Commission
- 11. CONSENT AGENDA** **ATTACHMENT C**
  - A. Approve the Regular Council meeting minutes for March 2, 2026.
  - B. Approve the bills memo in the amount of \$1,511,463.89.
  - C. Consideration by City Council of a resolution to approve the terms of MDOT AERO Sponsor Grant 2026-0298, in the amount of \$53,491.00, for crack sealing and

pavement remarking of taxiways and apron, with the exception of Runway 18/36, and authorize the Mayor and Clerk to execute the necessary documents.

- D. Approve the 2026-2027 City Council Strategic Priorities.
- E. Approve a proclamation recognizing March as Women’s History Month in the City of Grand Haven.

**12. UNFINISHED BUSINESS**

**13. PUBLIC HEARING**

**14. NEW BUSINESS**

**ATTACHMENT D**

- A. Consideration by City Council of a resolution to approve the First Annual Tri-Cities Purple Heart Commemoration Ceremony in Escanaba Park on National Purple Heart Day, August 7, 2026, contingent upon support from the Parks and Recreation Board.

Administration recommends approval.

- B. Consideration by City Council of a resolution to approve an application for the DNR Waterways Grant Program for improvements to the Flahive Boat Launch in the amount of \$163,813.00 with a 1:1 local match.

Administration recommends approval.

- C. Consideration by City Council to approve a resolution of intent to enter into a license agreement with future property owners of 605 Leggatt Street for access to the driveway constructed within the adjacent City Right of Way.

Administration recommends approval.

**15. CORRESPONDENCE & BOARD MEETING MINUTES**

**16. REPORT BY CITY COUNCIL**

**17. REPORT BY CITY MANAGER**

**18. CALL TO AUDIENCE–SECOND OPPORTUNITY**

At this time, members of the audience may address Council on any item, whether on the agenda or not. Those addressing Council are asked to provide their name and address and will be limited to three minutes of speaking time. Council will hear all comments for future consideration but will not have a response at this time. Those not physically present who would like to call in may dial 616-935-3203.

## **19. ADJOURNMENT**



**City of Grand Haven**  
**Application for Consideration for Appointment to**  
**Citizen Boards and Commissions**  
(Applications are kept on file for one year from date of completion)

Name Paige Howland Date 10-29-25

Address \_\_\_\_\_

Telephone (Home) \_\_\_\_\_ (Cell \_\_\_\_\_ work \_\_\_\_\_)

E-Mail Address \_\_\_\_\_

I wish to be considered for  appointment or \_\_\_ reappointment to the following Citizen Board(s) or Commission(s). (If selecting more than one board/commission, indicate order of preference --- "1" being first choice.)

- |   |  |
|---|--|
| <input type="checkbox"/> Airport Board                                      | <input type="checkbox"/> Historic Conservation District        |
| <input type="checkbox"/> Audit Review Committee                             | <input checked="" type="checkbox"/> Human Relations Commission |
| <input type="checkbox"/> Board of Review                                    | <input type="checkbox"/> Loutit District Library Board         |
| <input type="checkbox"/> Cemetery Board                                     | <input type="checkbox"/> Main Street DDA                       |
| <input type="checkbox"/> Community Center Board                             | <input type="checkbox"/> Musical Fountain Committee            |
| <input type="checkbox"/> Compensation Commission                            | <input type="checkbox"/> Parks & Recreation Board              |
| <input type="checkbox"/> Construction Board of Appeals                      | <input type="checkbox"/> Planning Commission                   |
| <input type="checkbox"/> Duncan Park Commission                             | <input type="checkbox"/> Zoning Board of Appeals               |
| <input type="checkbox"/> Economic Develop. Corp. & Brownfield Redevelopment | <input type="checkbox"/> Other: _____                          |
| <input type="checkbox"/> Harbor Board                                       |  |

Are you over 21 years of age?  Yes  No

Are you a resident of Grand Haven?  Yes  No

Are you a registered voter in the City of Grand Haven?  Yes  No

Educational Qualifications:  
Current Student (Junior) at Grand Haven High School

Place of Employment: Grand Traverse Pie company

Type of Work performed: Customer Service

Other experience that would assist you in performing the duties of a Board/Commission member:  
Girl Scout Ambassador of 11 years, former calling all colors member, Section leader of marching band, current National Honors Society member.

Please return complete form to: City Clerk's Office: 519 Washington Avenue, Grand Haven, MI 49417



**CITY OF GRAND HAVEN, MICHIGAN  
PROCLAMATION  
WOMEN'S HISTORY MONTH**

**WHEREAS**, throughout history, women have made significant contributions to society in fields such as science, politics, education, business, conservation, and the arts; and

**WHEREAS**, *Women's History Month* is an opportunity to honor and celebrate the achievements of women past and present who have helped shape our community, state, and nation; and

**WHEREAS**, Grand Haven has been home to remarkable women whose leadership and pioneering spirit helped build and enrich our community, including:

- **Amanda White Ferry**, an early community leader whose life and work supported the city's founding and civic development; and
- **Mary A. White**, a pioneering educator recognized as the first teacher in Grand Haven, who helped establish its earliest schools and Sunday schools; and
- **Mary Rawlinson Creason**, a pioneering aviator and the first female pilot employed by the State of Michigan, founder of Ottawa Air Training and Transport, and a celebrated aviation educator; and
- **Erin Lyon** and **Sarah Kallio**, dedicated members of the Grand Haven City Council whose leadership, service, and advocacy shape policies and programs that benefit all residents of our community.
- And all **women of Grand Haven**—past and present—whose leadership, labor, advocacy, creativity, compassion, and perseverance have strengthened our families, institutions, neighborhoods, and civic life, often in ways both visible and unseen.

**WHEREAS**, women throughout Grand Haven's history have served and continue to serve in leadership roles across all sectors of community life — from education and public service to business, culture, conservation, and civic advocacy — helping ensure that diverse voices shape a more equitable and inclusive future; and

**WHEREAS**, the City of Grand Haven proudly acknowledges the contributions of women who have influenced the growth, resilience, and prosperity of our community through their dedication, innovation, courage, and compassion; and

**WHEREAS**, recognizing the contributions of women throughout history inspires future generations to pursue equality, service, and excellence in all fields of endeavor.

**NOW, THEREFORE, BE IT RESOLVED** that the *City of Grand Haven* does hereby proclaim the month of March as Women's History Month, in celebration of the strength, vision, and accomplishments of women in Grand Haven and beyond, and encourages all citizens to honor their invaluable contributions throughout history.

**IN WITNESS WHEREOF**, I hereby affix my signature and the seal of the City of Grand Haven on this 16<sup>th</sup> day of March 2026.

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Robert Monetza  
*Mayor, City of Grand Haven*



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
SPECIAL CITY COUNCIL WORK SESSION  
MONDAY, MARCH 2, 2026**

The Special Work Session of the Grand Haven City Council was called to order at 7:00 p.m. by Mayor Bob Monetza in the Council Chambers of Grand Haven City Hall at 519 Washington Ave, Grand Haven, MI 49417.

**Present:** Council Members Mike Fritz, Sarah Kallio, Erin Lyon, Mayor Pro-tem Mike Dora, and Mayor Bob Monetza.

**Absent:** None.

**Others Present:** City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, and Finance Director Emily Greene.

**PRESENTATION**

Students from Grand Haven High School's Future Prep'd program presented on their research regarding public artifacts. The driving question of their project was: "How can the City of Grand Haven continue ownership and maintenance of the artifacts and artwork it currently owns, encourage more artwork in public spaces, and keep the costs for these nonessential assets to a bare minimum, so as, they do not interfere with the delivery of essential public services?"

**ADJOURNMENT**

Mayor Monetza adjourned the meeting at 7:22 p.m.

\_\_\_\_\_  
Robert Monetza, Mayor

\_\_\_\_\_  
Maria Boersma, City Clerk

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
REGULAR CITY COUNCIL MEETING  
MONDAY, MARCH 2, 2026**

The Regular Meeting of the Grand Haven City Council was called to order at 7:30 p.m. by Mayor Bob Monetza in the Council Chambers of City Hall, 519 Washington Ave.

**Present:** Council Members Mike Fritz, Sarah Kallio, Erin Lyon, Mayor Pro-tem Mike Dora, and Mayor Bob Monetza.

**Absent:** None.

**Others Present:** City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, and Finance Director Emily Greene.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Rev. Dr. Jared C. Cramer, St. John's Episcopal Church.

**REAPPOINTMENTS**

**26-044** Council Member **Fritz** moved, seconded by Council Member **Kallio**, to reappoint Terry French to the Construction Board of Appeals with a term ending December 31, 2026.

Roll Call Vote:

**This motion carried unanimously.**

**APPOINTMENTS**

**26-045** Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to appoint the following:

Elizabeth Butler, Brownfield Redevelopment Authority/Economic Development Corporation, term ending March 31, 2029.

Rachel Pincumbe, Parks and Recreation Board, term ending June 30, 2027.

Roll Call Vote:

**This motion carried unanimously.**

**APPROVAL OF CONSENT AND REGULAR AGENDAS**

**26-046** Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve the agendas as presented.

Roll Call Vote:

**This motion carried unanimously.**

### FIRST CALL TO AUDIENCE

**Jim Hagen, 400 Lake:** Commented on the Brownfield Plan and Obsolete Property Rehabilitation District request proposed by Washington 123, LLC, and the city's Economic Incentive Plan.

**Jared Balka, Attorney for Washington 123, LLC:** Commented on the Brownfield Plan and Obsolete Property Rehabilitation District request proposed by Washington 123, LLC.

**Kelly Larson, Temptations Ice Cream:** Commented on the proposed lease agreement with Peace Frogs.

**Mike Weavers, 637 Lake:** Commented on the Brownfield Plan and Obsolete Property Rehabilitation District request proposed by Washington 123, LLC, and the city's Economic Incentive Plan.

**Robyn Vandenburg, 1006 S Harbor:** Commented on the Brownfield Plan and Obsolete Property Rehabilitation District request proposed by Washington 123, LLC.

**Carol Lecocq, 78 Grand:** Commented on the Brownfield Plan and Obsolete Property Rehabilitation District request proposed by Washington 123, LLC, and the city's Economic Incentive Plan.

### PRESENTATIONS

Executive Director of the Coast Guard Festival, Tracy Riley, presented the proposed plan for the 2026 Coast Guard Festival. The festival will run from July 24th to August 2nd.

Finance Director Emily Greene presented the Draft Fiscal Year 2026/2027 Capital Plan.

### CONSENT AGENDA.

**26-047** Approve the Regular City Council Meeting Minutes of February 16, 2026.

**26-048** Approve the bill's memo in the amount of \$2,307,024.13.

**Attachment A**

Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve the Consent Agenda as presented.

Roll Call Vote:

**This motion carried unanimously.**

## UNFINISHED BUSINESS

Mayor Pro-tem **Dora** moved, seconded by Council Member **Kallio**, to establish an Obsolete Property Rehabilitation District at 123 Washington Avenue, parcel #70-03-20-405-018, with a legal description of W 44 FT OF LOTS 161 & 162 ORIG. PLAT, EXC THE MOST NLY PART USED FOR ALLEY PURPOSES. ORIGINAL PLAT, and to establish a finding that it is an obsolete property in an area characterized by obsolete commercial property or commercial housing property pursuant to Section 3(1)a of the Obsolete Property Rehabilitation Act. (PA 146 of 2000).

**26-049** Council Member **Fritz** moved, seconded by Mayor Pro-tem **Dora**, to postpone further action on the creation of an Obsolete Property Rehabilitation District at 123 Washington Avenue until the developer submits changes to their proposal and the EDC/BRA reviews those changes.

Roll Call Vote:

**This motion carried unanimously.**

Mayor Pro-tem **Dora** moved, seconded by Council Member **Lyon**, to approve and adopt the Brownfield Plan for the Washington 123 LLC redevelopment project located at 123 Washington Avenue, Grand Haven, MI 49417, for a period of 25 years.

**26-050** Council Member **Fritz** moved, seconded by Mayor Pro-tem **Dora**, to postpone further action on the approval of a Brownfield Plan for 123 Washington Avenue until the developer submits changes to their proposal and the EDC/BRA reviews those changes.

Roll Call Vote:

**This motion carried unanimously.**

## NEW BUSINESS

Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve a lease agreement between the City of Grand Haven and Peace Frogs LLC, with a term beginning on March 2, 2026, and authorize the Mayor and City Clerk to execute the necessary documents.

**26-051** Council Member **Lyon** moved, seconded by Council Member **Kallio**, to amend the motion to have approval contingent upon the inclusion of a notification to extend the lease, a termination clause, and correct the term end dates.

Roll Call Vote:

**This motion carried unanimously.**

**26-052** Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve a lease agreement between the City of Grand Haven and Peace Frogs LLC, with a term beginning on March 2, 2026, contingent upon the inclusion of a notification to extend the lease, a termination

clause, and correct the term end dates, and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

**This motion carried unanimously.**

**26-053** Council Member **Fritz** moved, seconded by Mayor Pro-tem **Dora**, to approve an application for a Small, Rural, Tribal Body Worn Camera Program Grant in the amount of \$35,000.00 with a one-to-one local match.

Roll Call Vote:

**This motion carried unanimously.**

### **REPORT BY CITY COUNCIL**

Mayor Pro-tem Dora shared that he attended the most recent Airport Board meeting and the Board of Light and Power meeting.

Council Member Fritz shared that he's wearing orange in honor of Inclusion Day and shared information on Inclusion Day.

Mayor Monetza shared information on bills proposed in the Michigan Legislature that would supersede local zoning authority regarding housing. The proposed changes would alter minimum lot sizes, minimum square footage requirements, make duplexes a use-by-right, and other changes.

### **CITY MANAGER REPORT**

City Manager Latsch presented a draft document for 2026-2027 Strategic Priorities based on City Council discussions that took place at their goal-setting meeting in December 2025 for the same term.

### **CALL TO AUDIENCE SECOND OPPORTUNITY**

Mike Weavers, 637 Lake: Commented on city-wide sidewalk plowing and the Coal Pile Removal Project on Harbor Island.

Jim Hagen, 400 Lake: Thanked Mayor Monetza for sharing information on the proposed legislation regarding zoning changes for housing.

**ADJOURNMENT**

After hearing no further business, Mayor Monetza adjourned the meeting at 9:29 p.m.

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Robert Monetza, Mayor

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Maria Boersma, City Clerk

**Regular City Council Meeting Minutes**  
**Monday, March 2, 2026**  
**Page 6**

**Attachment A**

To: Ashley Latsch, City Manager  
 From: Emily Greene, Finance Director *EG*  
 CM Date: 02.17.26  
 RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 02.04.26	ACH WARRANT 02.04.26	WARRANT 02.11.26	ACH WARRANT 02.11.26	CREDIT CARD WARRANT 02.10.26	TOTALS
101	General Fund	\$5,476.29	\$0.00	\$26,930.79	\$31,810.65	\$8,314.73	\$13,791.02
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$0.00	\$0.00	\$49,688.78	\$3,001.20	\$46.63	\$46.63
203	Local Street Fund	\$0.00	\$0.00	\$9,752.94	\$1,240.30	\$46.63	\$46.63
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$86.19	\$0.00	\$8,878.31	\$3,007.16	\$1,738.34	\$1,824.53
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$2,050.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$276.00	\$276.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$0.00	\$101,373.69	\$0.00	\$0.00
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$241.23	\$241.23
509	Sewer Authority Operations	\$2,904.97	\$0.00	\$135.24	\$6,166.84	\$0.00	\$2,904.97
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$2,328.52	\$0.00	\$10,420.00	\$13,794.18	\$0.00	\$2,328.52
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$550.00	\$0.00	\$205.00	\$0.00	\$0.00	\$550.00
590	City Sewer Fund	\$0.00	\$0.00	\$387.94	\$2,505.07	\$738.68	\$738.68
591	City Water Fund	\$0.00	\$0.00	\$2,165.64	\$54,319.33	\$1,210.95	\$1,210.95
594	City Marina Fund	\$0.00	\$0.00	\$694.26	\$1,460.33	\$14.70	\$14.70
597	City Boat Launch Fund	\$0.00	\$0.00	\$40.01	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$0.00	\$0.00	\$7,765.34	\$34,616.67	\$573.98	\$573.98
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$83,041.41	\$0.00	\$0.00	\$0.00
679	Health Benefit Fund	\$0.00	\$0.00	\$91.80	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$35,837.72	\$55,985.84	\$0.00	\$0.00	\$0.00	\$91,823.56
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$47,183.69	\$55,985.84	\$202,247.46	\$253,295.42	\$13,201.87	\$571,914.28

\$571,914.28 Total Approved Bills  
 \$91,823.56 Minus eligible bills for release without prior approval: including Utility,  
 \$480,090.72 Retirement, Insurance, Health Benefit, and Tax Collection Funds

To: Ashley Latsch, City Manager  
 From: Emily Greene, Finance Director *ELG*  
 CM Date:  
 RE: Bills From Payables Warrant

03.16.26

FUND NUMBER	FUND NAME	WARRANT 03.11.26	ACH WARRANT 03.11.26	CREDIT CARD WARRANT 03.10.26	TOTALS
101	General Fund	\$33,717.54	\$22,885.65	\$4,305.30	\$56,603.19
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$21,786.58	\$2.22	\$416.00	\$21,788.80
203	Local Street Fund	\$0.00	\$2.22	\$415.99	\$2.22
235	Public Safety Millage Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LBRF TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00
244	Economic Development Corp Fund	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
246	Brownfield TIF GL Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
248	Grand Haven Main Street DDA Fund	\$549.71	\$75.92	\$136.78	\$625.63
272	2008/17 UTGO Inf Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
273	2014 LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust Fund	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
372	2008/17 UTGO Inf Debt Fund	\$0.00	\$789,341.00	\$0.00	\$789,341.00
373	2014 LTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
375	Public Safety Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain Fund	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$4,207.50	\$0.00	\$4,207.50
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island Remediation Fund	\$0.00	\$0.00	\$0.00	\$0.00
435	Public Safety Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00
456	2008/17 UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
457	2014 LTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Recreation Authority	\$0.00	\$0.00	\$794.80	\$0.00
509	Sewer Authority Operating	\$88.59	\$0.00	\$129.29	\$88.59
509	Sewer Authority SL Force Main	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$28,807.40	\$566,083.81	\$0.00	\$594,891.21
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00
581	Airport Fund	\$156.16	\$0.00	\$0.00	\$156.16
590	City Sewer Fund	\$132.04	\$7.17	-\$274.04	\$139.21
591	City Water Fund	\$11,577.36	\$266.32	\$484.56	\$11,843.68
594	Marina Fund	\$13,701.22	\$131.95	\$1,636.77	\$13,833.17
597	Boat Launch Fund	\$525.00	\$0.00	\$0.00	\$525.00
661	Motor Pool Fund	\$5,550.63	\$757.15	\$0.00	\$6,307.78
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$3,065.30	\$0.00	\$0.00	\$3,065.30
679	Health Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$0.00	\$0.00	\$0.00	\$0.00
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00
		\$119,657.53	\$1,383,760.91	\$8,045.45	\$1,511,463.89

\$1,511,463.89 Total Approved Bills  
 \$3,065.30 Minus eligible bills for release without prior approval: including Utility,  
 Retirement, Insurance, Health Benefit, and Tax Collection Funds  
 \$1,508,398.59

# Grand Haven Memorial Airport

**MEMO TO:** Dana Kollewehr, Assistant City Manager  
**FROM:** Tom Manderscheid  
**DATE:** February 25, 2026  
**SUBJECT:** Agenda Item MDOT AERO Sponsor Grant #2026-0298

## **BACKGROUND**

**The MDOT AERO Sponsor Contract in the amount of \$53,491.00 is to provide funding for crack sealing and pavement remarking at the Grand Haven Memorial Airport.** This will be general maintenance work on our apron and taxiways with the exception of Runway 18/36. The crack seaking and pavement remarking is within our 2025-26 Capital Budget and in the Airport Capital Improvement Plan.

The project will be funded by a MDOT Sponsor Grant #2026-0298 with Federal and Local funding of zero dollars; State funding of \$53,491.00 or 100%. MDOT will reimburse the City \$26,745.50 as soon as the contract is executed the remainder \$26,745.50 will be paid after the closeout paperwork is submitted to MDOT.

## **RECOMMENDATION**

It is requested the City Council adopt a resolution approving the terms of MDOT AERO Sponsor Grant 2026-0298, in the amount of \$53,491.00, for crack sealing and pavement remarking of taxiways and apron with exception of Runway 18/36, authorizing the Mayor and the City Clerk to execute the Agreement.

Attachments

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**CITY OF GRAND HAVEN**

**CONTRACT FOR A STATE/LOCAL**

**AIRPORT PROJECT**

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Grand Haven (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at Grand Haven Memorial Airpark (AIRPORT), whose associated city is Grand Haven, Michigan, such undertaking described in detail in Exhibit 1, dated January 22, 2026, attached hereto and made a part hereof (PROJECT).

**PROJECT DESCRIPTION: Seal and Mark Airfield Pavements (All but RWY 18/36)**

The parties agree that:

1. The term “PROJECT COST,” as used herein, is defined in Attachment(s) 6 and 11, attached hereto and made a part hereof.

THE SPONSOR WILL:

2. Pledge sufficient funds to meet its obligations as outlined in this Contract.
3. Ensure that the following PROJECT requirements are met:
  - a. The AIRPORT must have an active basic or general utility license in good standing.
  - b. If the AIRPORT currently has a provisional license, the PROJECT must address the existing licensing deficiencies.
  - c. The SPONSOR will comply with any and all administrative and/or financial reporting requirements included in the award letter.
  - d. All required permits, processes, and approvals will remain the responsibility of the SPONSOR, including those for PROJECT design, procurement/bid letting, construction administration, environmental clearances, airspace approval, local permitting, and other items required for the completion of the PROJECT.

4. With regard to audits and record-keeping:
  - a. The SPONSOR will 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 (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h.
  - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will 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.
  - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR also agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
6. In the performance of the PROJECT, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
7. Follow the PROJECT timeline outlined in Exhibit 1. The PROJECT must be closed out on or before July 1, 2026.
8. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR 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.

MDOT WILL:

9. Make final accounting to the SPONSOR upon request or upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

10. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the PROJECT.

Maximum MDOT Share .....	\$53,491
SPONSOR Share .....	\$0.00
Estimated PROJECT COST .....	\$53,941

11. The PROJECT COST will be met in part by contributions from MDOT. The MDOT funds will be applied to the PROJECT COST at a rate of 100% for those items eligible for state participation, in an amount not to exceed the maximum obligation shown in Section 10 or the revised maximum obligation set forth in a budget letter, as set forth in Section 13, as applicable. Any items of PROJECT COST not funded with MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

12. MDOT will provide its share of the PROJECT COSTS to the SPONSOR in two payments. MDOT will provide fifty percent (50%) of the maximum MDOT share identified in Section 10 to the SPONSOR upon award of this Contract. MDOT will provide the remaining fifty percent (50%) to the SPONSOR upon receipt of proof from the SPONSOR that the first payment has been fully expended in accordance with the provisions of this Contract. The SPONSOR will certify to MDOT that the PROJECT is complete and that all PROJECT funds were expended. The SPONSOR will provide supporting documentation (proof of payments) to MDOT for the PROJECT COSTS. If the SPONSOR fails to provide proof of payments to MDOT for all PROJECT funds, MDOT will bill the SPONSOR for the amount of any unsupported costs. Costs incurred outside of the term of this Contract will not be eligible for reimbursement.
13. The PROJECT COST shown in Section 10 includes the maximum obligation of MDOT funds under this Contract. The maximum obligation of MDOT funds may be adjusted to an amount less than the maximum amount shown in Section 10 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS.

The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter may also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations set forth in Section 10. If the PROJECT COST exceeds the maximum obligations shown in Section 10, the PROJECT scope will have to be reduced or a written amendment to this Contract will have to be awarded by the parties to provide additional funds before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portions of the PROJECT. Any SPONSOR deposits on the canceled portions less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

MDOT will not participate in the PROJECT COSTS incurred on the canceled portions of the PROJECT, and Sections 10 and 11 will not be construed to require MDOT's participation in the canceled portions.

15. Payment or reimbursement to the SPONSOR of any costs by MDOT will not constitute a final determination by MDOT of the allowability of such costs and will not constitute a waiver by MDOT of any violation of the terms of this Contract committed by the SPONSOR. MDOT will make final determination as to allowability of costs only after final audit of the PROJECT.
16. All agreements, contracts, and supply requisitions involving MDOT funds will comply with the requirements of 49 CFR Part 18 and 2 CFR Part 200.
17. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT 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 MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of

expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR 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 MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will 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 MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR 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 MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR 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 MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

18. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals are a governmental function incidental to the grant that is the subject of this Contract.

Any approvals, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and/or inspections provided by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

19. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat.

241, as amended, being Title 42 USC Section 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.
22. MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.
23. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, the Michigan Aeronautics Commission, and all officers, agents, and employees thereof:
  - a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the SPONSOR in connection with the SPONSOR's performance of the PROJECT; and
  - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the SPONSOR's performance of the PROJECT under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without

its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the SPONSOR will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the Michigan Aeronautics Commission.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

24. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

25. This Contract will be in effect from the date of award through five (5) years. Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
26. In case of any discrepancies between the body of this Contract and any exhibit(s) hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF GRAND HAVEN

By: \_\_\_\_\_  
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director



**EXHIBIT 1**  
 Grand Haven Memorial Airpark  
 GRAND HAVEN, MICHIGAN

Project No. SL-2025-MAC 33  
 Location ID: 3GM  
 Job No. 224598CON  
**State Local Program**

January 22, 2026

			Federal		State		Local		Total
<b>CONSTRUCTION (CON)</b>			\$ -		\$ 53,491		\$ -		\$ 53,491
Seal and Mark Airfield Pavements (All but RWY 18/36)	100%		\$ -		\$ 53,491		\$ -		\$ 53,491

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<b>TOTAL MDOT PROJECT BUDGET</b>			\$		\$ 53,491		\$		\$ 53,491
<b>TOTAL PROJECT PERCENTAGE</b>			0%		100.0%		0.0%		100%

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\*Note:

\* Costs over Total Budget will be responsibility of Local Airport Sponsor

**Priority Billing Order:**

Payment 1 - expected after contract execution					
	T43589/1000	\$26,745.50	State	50% of Total Budget	
Payment 2 - expected after MDOT PM approval of doc. first 50% of costs expended to date					
	T43589/1000	\$26,745.50	State	Rem. Budget (<= 50% of Total Budget *)	

Letting Information:	5/21/2025
MDOT Award Date:	4/8/2025
MAC Approval:	1/30/2025

## **ATTACHMENT 6**

### **SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS WITH BID OPENINGS HANDLED BY THE SPONSOR**

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR's rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor's invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR's approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the “General Provisions for Construction of Airports” and the DEPARTMENT's “Project Engineer's Manual” for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
  - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
  - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
  - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
  8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
  9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of five (5) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of five (5) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
  - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
  - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. If PROJECT COSTS are related to a fuel facility, the SPONSOR will assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than ten (10) years from the effective date of this Contract.

The SPONSOR will obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements.

## **ATTACHMENT 11**

### **SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS WHEN THE PROJECT PAYMENTS ARE HANDLED BY THE SPONSOR SEEKING REIMBURSEMENT**

1. The SPONSOR will be responsible for making all payments associated with the PROJECT work. Not more often than once a month, the SPONSOR will submit a request for reimbursement to the DEPARTMENT. The reimbursement request will detail the costs expended on the PROJECT during the reporting period. The SPONSOR will include a certification that all costs reported are eligible costs under the terms of this Contract.
2. The SPONSOR will provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, reports, financial information, and other documents pertaining to this Contract. Copies of technical data, reports, financial information, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR also agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, financial information, and other documents will be maintained for a period of three (3) years from the date of final payment.
3. The DEPARTMENT will, upon approval by the legislature and the Michigan Aeronautics Commission and upon request for reimbursement from the SPONSOR, bill the FAA for eligible costs in accordance with the terms of the grant from the FAA. The DEPARTMENT will reimburse the SPONSOR with the funds received from the FAA.
4. The DEPARTMENT will make final accounting to the FAA for purposes of PROJECT closure upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.
5. Reimbursement of any costs will not constitute a final determination by the DEPARTMENT of the allowability of such costs and will not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Contract committed by the SPONSOR.
6. Determination of allowable PROJECT COSTS will be in accordance with the cost criteria set forth in the Office of Management and Budget Circular A-87 and/or 49 CFR, Part 18, as amended, in effect at the time the FAA Grant is signed by both parties, incorporated herein by reference as if the same were repeated in full herein.

**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.

Revised June 2011

## **Appendix B**

*(Aeronautics)*

### **CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS**

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

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials of leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has 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 sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX C**  
**Assurances 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, subrecipient 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.



## INSTRUCTIONS

### **PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:**

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

### **MDOT PAYMENT ANALYST:**

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development  
P.O. Box 30050  
Lansing, Michigan 48909  
Questions about this form? Call Toll-free, 1-866-DBE-1264

**CITY OF GRAND HAVEN**

519 Washington Ave Grand  
Haven, MI 49417 Phone:  
(616) 847-4888



**TO:** Mayor, and City Council

**FROM:** Ashley Latsch, City Manager

**DATE:** 2/26/26

**SUBJECT:** 2026-2027 City Council Strategies

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At the conclusion of 2025, following the community input survey, staff and Council convened for a strategic planning session to begin preparation for the upcoming fiscal year and to update the City's 2026- 2027 Strategic Priorities.

The Strategic Priorities serve as an important tool for transparency, clearly communicating Council's direction and goals to the public. They also provide essential guidance to staff as we develop the annual budget and make decisions regarding the allocation of resources to best align with Council's objectives.

This memo accompanies the presentation of the draft 2026-2027 Strategic Priorities, developed through the strategy session and refined through subsequent rounds of individual Council feedback and staff input. The draft reflects the collective direction discussed and incorporates the themes identified through community engagement.

We are seeking approval of the 2026-2027 Council Priorities.



# City Council

## 2026-2027 Strategic Priorities



### Excellence in Government

- Hold regular joint meetings with the Board of Light and Power.
- Conduct and complete a formal RFP process for long-standing City service contracts.
- Evaluate and make balanced contributions to the MERS Surplus Fund while ensuring that essential City projects and operations are not deferred.
- Update City Council by-laws.
- Evaluate revenue sources
  - evaluate fees; ensuring they cover administrative costs
  - consider excess city property
  - continue to pursue outside funding for projects



### Environmental Stewardship

- Continue to update and implement the City's Forest Management Plan.
- Evaluate options for natural and native landscaping to improve environmental outcomes and operational efficiency.
- Continue advancing remediation efforts for Harbor Island in collaboration with agency partners and state and federal authorities.



### Community Livability

- Assess potential improvements to pedestrian connectivity and infrastructure.
- Assess opportunities to support and advance regional transportation initiatives.
- Identify and pursue corridor placemaking opportunities that encourage year-round activation and leverage smart, innovative solutions.
- Resume and improve full time code enforcement program.
- Negotiate a lease with the Grand Haven Children's Museum that aligns with operational needs and advances City and community interests.



### Economic Development & Affordability

- Evaluate the future of the Grand Haven Area Community Land Trust.
- Advance housing affordability through a comprehensive review of policies and incentives, assessment of organizational capacity and resources, and exploration of strategic partnerships to support coordinated regional solutions.
- Guide the Chinook Pier redevelopment through to completion.



### Recreation, Culture & Learning

- Reinstate City-wide sidewalk plowing.
- Support the establishment of a local arts council to advise on, recommend, and fund public art placemaking initiatives.



### Health & Safety for All

- Implement consistent and robust emergency management planning and training.
- Present and regularly update the public on the implementation plan and expenditures associated with the recently approved public safety millage.



### Engaged, Informed & Connected Community

- Convene regular meetings with members of the business community to foster collaboration and improve understanding of business needs.
- Evaluate and update website for ease of access to information.
- Implement dedicated page on the website for relevant, and timely, updates in regard to City projects.

**CITY OF GRAND HAVEN, MICHIGAN  
PROCLAMATION  
WOMEN'S HISTORY MONTH**

**WHEREAS**, throughout history, women have made significant contributions to society in fields such as science, politics, education, business, conservation, and the arts; and

**WHEREAS**, *Women's History Month* is an opportunity to honor and celebrate the achievements of women past and present who have helped shape our community, state, and nation; and

**WHEREAS**, Grand Haven has been home to remarkable women whose leadership and pioneering spirit helped build and enrich our community, including:

- **Amanda White Ferry**, an early community leader whose life and work supported the city's founding and civic development; and
- **Mary A. White**, a pioneering educator recognized as the first teacher in Grand Haven, who helped establish its earliest schools and Sunday schools; and
- **Mary Rawlinson Creason**, a pioneering aviator and the first female pilot employed by the State of Michigan, founder of Ottawa Air Training and Transport, and a celebrated aviation educator; and
- **Erin Lyon** and **Sarah Kallio**, dedicated members of the Grand Haven City Council whose leadership, service, and advocacy shape policies and programs that benefit all residents of our community.
- And all **women of Grand Haven**—past and present—whose leadership, labor, advocacy, creativity, compassion, and perseverance have strengthened our families, institutions, neighborhoods, and civic life, often in ways both visible and unseen.

**WHEREAS**, women throughout Grand Haven's history have served and continue to serve in leadership roles across all sectors of community life — from education and public service to business, culture, conservation, and civic advocacy — helping ensure that diverse voices shape a more equitable and inclusive future; and

**WHEREAS**, the City of Grand Haven proudly acknowledges the contributions of women who have influenced the growth, resilience, and prosperity of our community through their dedication, innovation, courage, and compassion; and

**WHEREAS**, recognizing the contributions of women throughout history inspires future generations to pursue equality, service, and excellence in all fields of endeavor.

**NOW, THEREFORE, BE IT RESOLVED** that the *City of Grand Haven* does hereby proclaim the month of March as Women's History Month, in celebration of the strength, vision, and accomplishments of women in Grand Haven and beyond, and encourages all citizens to honor their invaluable contributions throughout history.

**IN WITNESS WHEREOF**, I hereby affix my signature and the seal of the City of Grand Haven on this 16<sup>th</sup> day of March 2026.

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Robert Monetza  
Mayor, City of Grand Haven



**City of Grand Haven  
Department of Public Works  
616-847-3493**



**MEMORANDUM**

TO: Ashley Latsch- City Manager  
CC: Dana Kollewehr- Assistant City Manager  
FROM: Brian Jarosz- Waterfront and Events Manager  
DATE:  
SUBJECT: New Event for City Council -

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A Special Event Application has been submitted for City Council. Please Review.

DATES:  
SET UP TIME:  
START TIME:  
END TIME:  
TEAR DOWN TIME:

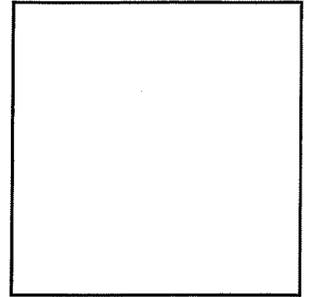
PUBLIC SPACES REQUESTED

PUBLIC SERVICES REQUESTED



# CITY OF GRAND HAVEN SPECIAL EVENT APPLICATION

OFFICE USE ONLY



A special event application is required for any event held on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or [specialevents@grandhaven.org](mailto:specialevents@grandhaven.org).

## EVENT SUMMARY

EVENT NAME: First Annual Trinitas Purple Heart Commemorative Ceremony

EVENT DATE(S): August 7, 2026

START TIME: 11:00am      END TIME: 12:30pm      SET UP TIME: 7:00am      TEAR DOWN COMPLETED BY: 3:00pm

EVENT LOCATION(S): Esplanade Park

Is this a new event in the City of Grand Haven?  No  Yes\*

\*New events require discussion with Special Events and Project Manager before submitting application.

EVENT WEBSITE (optional): \_\_\_\_\_

Would you like your event listed on the City's social media, free of charge?  No  Yes

## APPLICANT INFORMATION

ORGANIZATION NAME: \_\_\_\_\_

ORGANIZATION ADDRESS: \_\_\_\_\_

RESPONSIBLE PARTY NAME: Chris Petras

RESPONSIBLE PARTY ADDRESS: P.O. Box 177 Spring Lake, MI 49456

APPLICANT PHONE: 989-289-1352      EMAIL: urbese@gmail.com

EVENT DAY CONTACT (NAME/PHONE): 989-289-1352

Representative must be on site and available during entire event.

## EVENT DETAILS & LOGISTICS

All event requests require a current to-scale map of the event site that includes setup, requested road closures, parking spaces, etc., to be submitted to the best of your knowledge at the time of application. Public Safety reserves the right to amend route requests based on safety and staff requirements for runs, walks, and parades.

Provide a detailed description of your event. Use additional sheet if necessary.

Ceremony recognizing Purple Heart recipients and Purple Heart Families on National Purple Heart Day

# EVENT DETAILS & LOGISTICS CONTINUED

## Department of Public Works Services (Check all that apply)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Banners, \$125-\$350  | <input checked="" type="checkbox"/> Electric, \$200 plus usage     | <input type="checkbox"/> Stadium Fencing, \$800-\$4400  |
| <input type="checkbox"/> Barricades, \$3-\$15 (# and type determined by Public Safety) | <input checked="" type="checkbox"/> Park Rental, fees vary by park | <input type="checkbox"/> Street Closures, \$150         |
| <input type="checkbox"/> Cardboard Trash Container/Liner, \$13 each                    | <input type="checkbox"/> Portable Stage (Showmobile), \$500-\$1025 | <input checked="" type="checkbox"/> Sound System, \$100 |
|  | <input type="checkbox"/> Sanitation (Grey Water/Grease)            | <input type="checkbox"/> Water, \$100 plus usage        |

**Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply.**

Will this event provide portable restrooms?  No  Yes # of units? \_\_\_ # of ADA units? \_\_\_

Will this event provide dumpster(s)?  No  Yes **NOTE: Portable restrooms and/or dumpsters may be required.**

Will there be entertainment?  No  Yes Will there be amplified sound?  No  Yes

**If yes, check all that apply**  DJ  Live Acoustic  Live Amplified  Other band

This event is (please select one)  Open to the public  Private/Ticketed  Invitation Only

## PUBLIC SAFETY

Will there be food trucks/food concessions?  No  Yes\*

**Contact the Health Department for requirements and to schedule inspections.**

**Food truck vendors must have an annual inspection and permit from the Grand Haven Fire Marshal.**

Will there be food cooked on-site?  No  Yes

If yes, how will food be cooked?  Gas  Charcoal  Fryers  Electric

Will there be pyrotechnics?  No  Yes

Will you provide your own security?  No  Yes

Will there be assembly tents at the event?  No  Yes

If yes, how many? \_\_\_\_\_ Total Size \_\_\_\_\_

**Tents over 400 sq. ft. require a tent permit, fee and diagram. A permit application will be sent to you if required. An inspection must be conducted by the Fire Marshal.**

## ALCOHOL SERVICE

Will there be alcohol sold/served at the event?  No  Yes (if yes, complete the remainder of this section)

**Applicants must contact the Grand Haven Department of Public Safety to apply for a separate liquor license.**

**The liquor license application also requires approval from the Michigan Liquor Control Commission following City Council approval.**

Name of non-profit organization applying for the liquor license?

NA

Contact Name: JK

Phone Number: NA

## STREET & PARKING LOT CLOSURES

Please complete this section if you are requesting street closures or use of City parking lots. List the streets/parking lots you are requesting to close. Include the required map with your application, identifying street and parking lot closures.

STREET/PARKING LOT TO BE CLOSED	FROM WHICH INTERSECTION/LOCATION	TO WHICH INTERSECTION
Example - Harbor Drive	Columbus	Franklin

**To help ensure the safety of event participants and the public, street closures require the following:**

- **Barricades:** Street closures generally require barricades, which the City provides. The number of barricades will be determined by Public Safety, and a fee will be assessed to the applicant. **Barricades are to be set up by the event organizer.**
- **Race Routes:** Organizers must use the City's pre-approved route and mark the route with the City's race route signs.
- **No Parking Signage:** "No parking" signs must be posted 24 hours before an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain accessible parking spaces, those spaces must be replaced at a nearby location.
- **Notification of Affected Parties:** Applicant must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. **The Special Events and Project Manager can provide you with the names and addresses of property owners along your route for mailing purposes.**

## LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read: The City of Grand Haven, as additional insured in the amount of \$1,000,000 per occurrence 519 Washington Avenue Grand Haven, MI 49417

An acceptable certificate of insurance must be submitted no later than **14 days** before the event date.

**Name of Insurance Company/Agent:** \_\_\_\_\_

**Phone Number of Company/Agent:** \_\_\_\_\_

## SPECIAL EVENT FEES

Submit the special event and park application fees with completed application. Applications will not be processed without the application fee being paid. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates.

<b>To Be Completed by Applicant</b>	<b>City of Grand Haven Resident and Non-Profit Discount</b>
<input checked="" type="checkbox"/> Resident/Non-Profit Application Fee, \$100	<ul style="list-style-type: none"> <li>• Residents and non-profits within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees.</li> <li>• Non-profits outside the COGH are eligible for up to \$250 in discounted fees.</li> <li>• Discounts only apply to facility, park, and public space rental fees (not incidental costs).</li> <li>• Discounts are subject to approval and current special event policy.</li> </ul>
<input type="checkbox"/> Non-Resident/Profit Application Fee, \$150	
<input checked="" type="checkbox"/> Park Permit Application, \$35	
<input type="checkbox"/> Duncan Park Application, \$25	
<p>I am requesting the maximum allowable discount (Initial Here): _____</p>	

## REQUIREMENTS OF THE SPECIAL EVENT

- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy.
- Applicant shall comply with all City of Grand Haven Ordinances.
- The applicant organization will hold the City of Grand Haven harmless from all claims.
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services.
- The City reserves the right to deny changes to the application once final approval is given.
- Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit.
- Your completed application will be routed to all necessary departments by the Special Events and Project Manager for their recommendation to City Council.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, the cancellation of the event, and/or the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable City of Grand Haven ordinances and regulations.

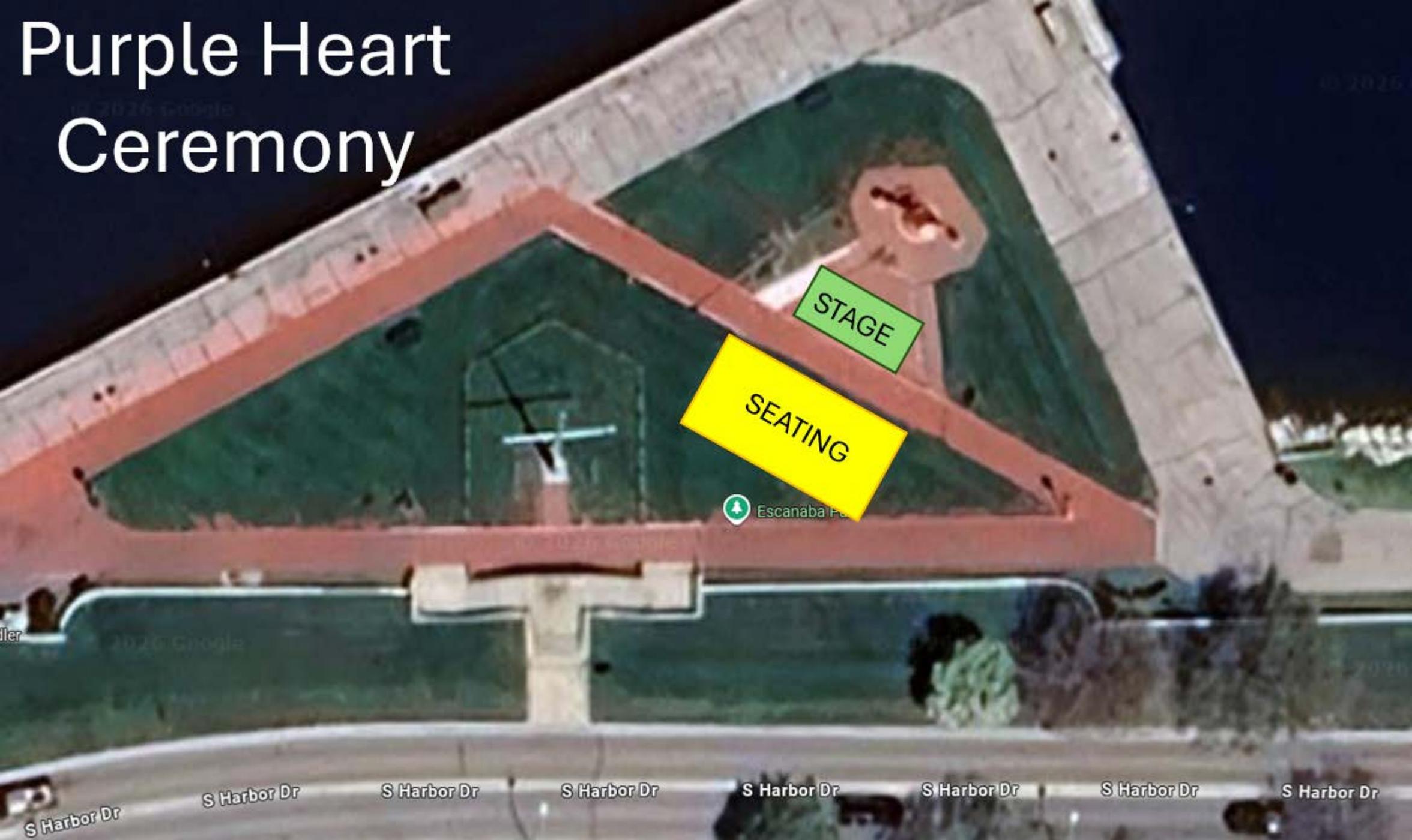


1-21-26

-----  
Signature

-----  
Date

# Purple Heart Ceremony



STAGE

SEATING

Escanaba Po

S Harbor Dr S Harbor Dr



# APPLICATION FOR PARK USE PERMIT

APPLICATION FEE \$35.00 -PAID:

FORM MUST BE SUBMITTED SIX (6) WEEKS PRIOR TO REQUESTED DATE

## APPLICANT / SPONSORING ORGANIZATION INFORMATION

Applicant Name: Chris Petras

Sponsor Organization: American Legion Post 20 Contact Person: Chris Petras

Non-Profit Federal ID Number (if applicable): \_\_\_\_\_

Address: P.O. Box 177 Spring Lake MI 49456  
Street City State Zip

(989) 289-1352 urbere@gmail.com  
Daytime Phone Email Address

## EVENT INFORMATION

Event Name: First Annual Tri-Cities Purple Heart Commemorative Ceremony

Event Location: Escanaba Park

Date(s) of Event: August 7, 2026 Set Up Time: \_\_\_\_\_

Activity Start Time: 11:00am Activity End Time: 12:30pm

Description of Type of Event: (concert, picnic, wedding, etc.): Ceremony

Estimated Number of Persons Attending: 100

**ALL QUESTIONS MUST BE ANSWERED OR APPLICATION WILL NOT BE ACCEPTED**

**GENERAL PUBLIC USE:** This is a public park and use of this park and its fixtures (i.e. grill, cables) is not exclusive to the applicant and shall remain open to the general public. The Special Events and Project Manager will work with you in seeking approval from the various Boards and Departments, and final approval from the City Council for you to obtain a permit for your Special Event. Contact the Department of Public Works for the current fee schedule. Rental of a City Park for weddings, reunions, family gathering etc. will be handled by the Community Affairs Manager.

**ALCOHOLIC BEVERAGES ARE PROHIBITED:** The City Ordinance does not allow alcoholic beverages in any City park. The applicant is responsible to ensure that alcoholic beverages are not served as part of the event. Sec.5-12

**INSURANCE CERTIFICATE REQUIRED (excluding weddings):** A Certificate of Insurance for Comprehensive General Liability and Property Damage in the amount of \$1,000,000.00 naming the City of Grand Haven as the additional insured is required per occurrence. The Certificate of Insurance must be submitted with the application.

**PROOF OF INSURANCE ATTACHED:**  Yes  No

**SELLING/FUNDRAISING:**

Will any selling/fundraising occur?  Yes  No

If yes, also fill out the appropriate attached vendor sheets for Food Service Information (page 5). **No fee may be charged for the event or items sold associated with this event unless formal City Council approval and proof of insurance is obtained.**

**SPONSORSHIP/BANNER/SIGNS:**

Will any sponsorship occur?  Yes  No

Will any signs or banners be used?  Yes  No

If yes, banners must be 2' x 7', and will be placed by city staff at approved locations. All signs and banners must be approved brought to the Department of Public Works. A fee is required to hang all street banners see current fee schedule for rate. Banners will be removed and must be picked up after the event.

**TENTS/CANOPIES:**

Will any temporary structures be used?  Yes  No

If yes, please list the number of tents, sizes and location of each: \_\_\_\_\_

No tents or other temporary structures are allowed in any City Park without written approval of the Director of Public Works. Refer to the procedures described in Sec.3-C of the "Policy for City Park and Public Land Use" for the requirements. **Absolutely no stakes or poles in the ground are to be used in erecting tents. A diagram of the event layout must be included.**

**EQUIPMENT/MATERIALS USED:**

Will any equipment (chairs, tables, PA system, stage, platform, portable toilets or any other items) be set up in the Park?  Yes  No

**If yes, please provide a list of the equipment and sizes that you are requesting approval for and set up location.** No equipment or other fixtures are allowed in any City Park without approval of the Director of Public Works. Portable toilets and trash receptacles are required for large events as described in Sec.13-G of the "Policy for City Park and Public Land Use". If there will be amplified sound at the event, fill out the s. The applicant must follow the procedures described in the "Policy for City Park and Public Land Use" Insurance section 11 and Equipment and Signs Sec. 13-A.

MAP/LOCATION OF PARK: If you are requesting equipment/materials or any other items to be set up for the event you must attach a map of the park indicating where the placement of these items will be.

WALK-A-THON/BICYCLE/PARADE: If this event is a walk-a-thon, bicycle event or parade a map of the route must be attached. The Department of Public Safety and Department of Public Works will receive a copy and consider requests for temporary street closings, special posting and/or barricades.

CLEANUP/DAMAGE: The applicant is responsible for any cleanup following this event and any damage done to City property. If the grounds are not satisfactory and trash receptacles not removed, the City of Grand Haven will bill you for services following the event. Grounds must be cleaned immediately following the close of the event. Refer to section 13-b in the "Policy for City Park and Public Land Use".

**It is prohibited to use paint as markers for an event. If tape is used it must be completely pulled up immediately following the event. If we find a violation of the rule there will be a \$100 damage fee.**

VIOLATIONS: Any violations may cause further applications to be denied. Refer to sections 17 and 18 in the "Policy for City Park and Public Land Use".

*The undersigned declares and says he/she wishes to be permitted to perform the operation, service or act hereon and that the statements are true and correct to the best of his/her knowledge and belief, will comply with all provisions of the "Policy for City Park and Public Land Use" and the ordinances of the City of Grand Haven relative to the operation, service or act for which the permit is requested and agrees to hold the City of Grand Haven free and harmless from all liability which may be imposed upon it and to reimburse the City of Grand Haven for all expenses of litigation in connection with the defense of claims as such liability and claims may arise because of negligence in the performance of the operation, service or act for which the permit was issued.*

Signature of Applicant: \_\_\_\_\_



Date: \_\_\_\_\_

1-21-26

Payment can be made online at [www.grandhaven.org](http://www.grandhaven.org), or mail a check with the application to the following address:

For Special Events Contact:  
City of Grand Haven  
Attn: Brian Jarosz  
519 Washington  
Grand Haven, MI 49417  
[bjarosz@grandhaven.org](mailto:bjarosz@grandhaven.org)  
Office: 616.847.3493

For General Park Rentals (weddings, reunions, baby showers etc) contact:

City of Grand Haven  
Attn: Char Seise  
421 Columbus  
Grand Haven, MI 49417  
[cseise@grandhaven.org](mailto:cseise@grandhaven.org)  
Office: 616.842.2550

**City of Grand Haven  
Department of Public Works  
616-847-3493**



**MEMORANDUM**

**TO:** Ashley Latsch – City Manager

**CC:** Emily Greene – Finance Director  
Logan Cuddington – Street and Utilities Manager  
Dana Kollewehr – Assistant City Manager  
Jessica Kossuth – Administrative Assistant

**FROM:** Michael England – Director of Public Works

**DATE:** March 9, 2026

**SUBJECT:** DNR Waterways Grant Program Application for Flahive Boat Launch

---

The City of Grand Haven staff has identified Flahive Boat Launch as an area that is in need of improvement and included in the City's Capital Improvement Plan. Staff is seeking Council support to pursue a Department of Natural Resources (DNR) Waterways grant to secure the funding needed for this project. This grant opportunity will allow staff to address ramp repairs, a new skid pier, dredging, and a new drive accessing the ramp.

The DNR Waterways Grant is a 50/50 matching grant. Total project cost is estimated at \$327,625.80, with the City portion being \$163,813.00. The project is anticipated for FY27-28. If approved, funding will come from the General Fund through the Boat Launch and Public Improvement Fund.

**City of Grand Haven**  
Grand Haven, Michigan  
**Resolution Supporting Grant Funding for the Flahive Boat Launch**

- Whereas** the City of Grand Haven is the owner of the public East Grand River Park containing Flahive Boat Launch
- Whereas** the condition of the boat launch, access drive and ramp has deteriorated to the point of needing replacement
- Whereas** the Michigan Department of Natural Resources offers grant funding support for boating access sites through its Waterways Program that will provide up to 50% of project costs

**Now, therefore be it resolved,** that the City Manager is authorized and directed to file an application for \$163,813 for Flahive Boat Launch improvements to the skid pier, ramp and access drive, the City Manager shall be authorized to sign the grant agreement, any necessary grant agreement amendments, and other agreement-related documents. The City of Grand Haven acknowledges that the DNR Waterways Program is an **expense reimbursement** program, and

**Be It Finally Resolved** that the City of Grand Haven shall provide the matching funds in the amount of \$163,813 for a total project cost of \$327,626. The source of the matching funds shall be City General Fund.

**CERTIFICATE**

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Grand Haven, Ottawa County, Michigan, at a regular meeting held on \_\_\_\_\_ and that notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

\_\_\_\_\_

## Engineer's Opinion of Probable Project Cost

Project: **City of Grand Haven - Flahive Boat Launch**  
 Project No:  
 Description: **Flahive Boat Launch Improvements- Boat Launch, Skid Pier, Driveway**  
 Stage: **Preliminary Design**  
 Date: **3/3/2026**  
 Prepared By: EM/CAK

<b>Miscellaneous</b>					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
1	Mobilization, Max. 5%	1.0	LSUM	\$ 12,500.00	\$ 12,500.00
2	General Conditions	1.0	LSUM	\$ 5,000.00	\$ 5,000.00
3	Silt Fence	600.0	FT	\$ 3.50	\$ 2,100.00
4	Turbidity Curtain, Shallow	120.0	FT	\$ 18.00	\$ 2,160.00
5	Site Restoration	800.0	LSUM	\$ 5.50	\$ 4,400.00
<b>Subtotal: Miscellaneous</b>					<b>\$ 26,160.00</b>

<b>Removals</b>					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
5	Clearing & Earthwork/Grading	0.35	ACRE	\$ 25,000.00	\$ 8,750.00
6	Tree, Rem, 6 inch to 18 inch	2.0	EA	\$ 1,000.00	\$ 2,000.00
7	Remove Existing Concrete Boat Ramp	155.0	SYD	\$ 30.00	\$ 4,650.00
8	Remove Existing Skid Pier	1.0	EA	\$ 2,500.00	\$ 2,500.00
9	Remove Existing HMA Driveway	470.0	SYD	\$ 15.00	\$ 7,050.00
<b>Subtotal: Removals</b>					<b>\$ 24,950.00</b>

<b>Proposed Improvements</b>					
Line	Item	Quantity	Unit	Unit Cost	Item Cost
10	Concrete Boat Launch, 6" Precast Concrete Planks, Reinf.	175.0	SYD	\$ 325.00	\$ 56,875.00
11	Temporary Cofferdam	120.0	LFT	\$ 180.00	\$ 21,600.00
12	Dewatering	150.0	SYD	\$ 75.00	\$ 11,250.00
13	Sand Subbase, CIP, 12 inch	250.0	CYD	\$ 25.00	\$ 6,250.00
14	HMA, 36A, 1.5" Lift	65.0	TON	\$ 165.00	\$ 10,725.00
15	HMA, 13A, 1.5" Lift	65.0	TON	\$ 165.00	\$ 10,725.00
16	Aggregate Base, 22A, 8 inch	750.0	SYD	\$ 18.00	\$ 13,500.00
17	30'x5' Removable Timber Skid Pier	1.0	LSUM	\$ 40,000.00	\$ 40,000.00
18	Aggregate Base, 4A, 12 Inch.	215.0	SYD	\$ 25.00	\$ 5,375.00
19	Toe Stone, Rip Rap, Plain	10.0	TON	\$ 150.00	\$ 1,500.00
20	Landside Mechanical Dredge	150.0	CYD	\$ 40.00	\$ 6,000.00
					<b>\$ 183,800.00</b>

<b>Allowances</b>					
Item	Quantity	Unit	Unit Cost	Item Cost	
21 Grant Signage	1.0	LSUM	\$ 2,500.00	\$ 2,500.00	
<b>Subtotal: Allowances</b>					<b>\$ 2,500.00</b>

<b>Summary</b>					
<b>Construction Subtotal:</b>					<b>\$ 237,410.00</b>
<b>Construction Contingency:</b>					<b>15% \$ 35,611.50</b>
<b>Design Fees per Contract</b>					<b>20% \$ 54,604.30</b>
<b>Project Total: Flahive Boat Launch Improvements- Boat Launch, Skid Pier, Driveway</b>					<b>\$ 327,625.80</b>

# CITY OF GRAND HAVEN

## Planning Department

519 Washington Ave  
Grand Haven, MI 49417  
Phone: (616) 935-3276



TO: Ashley Latsch, City Manager  
CC: Dana Kollewehr, Assistant City Manager  
FROM: Brian Urquhart, City Planner  
DATE: March 12, 2026  
SUBJECT: 605 Leggatt Street – Resolution of Intent

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On January 22, 2002, the City entered into a license agreement with George and Mary Nelson, property owners 601 Leggatt Street, for the use of a driveway within the unimproved Park Street right-of-way, which is connected at the end of Leggatt Street cul-de-sac. The purpose of the driveway is to allow access to their property behind 601 Leggatt, at 605 Leggatt, which was undeveloped land at the time.

24 years later, both George and Mary Nelson have passed, and their son Nate Farkas is in the process of selling 605 Leggatt. The license agreement assigns the Nelsons as personal, and the license is not transferable or assignable without the City's prior written consent after approving a resolution of City Council. Mr. Farkas' realtor discovered the license agreement when reviewing the closing documents. For the sale to be completed, the license agreement for the driveway shall be between the City and the new owners of 605 Leggatt.

The seller acknowledged the length of time required for the city to approve a license agreement with the new buyer, however, would like to complete the sale in short order. The buyer agreed to accept a resolution of intent affirming the City will enter into a license agreement with the new owners. After the resolution of intent is approved, the sale can be executed. Afterwards, the new owners can enter into a license agreement for use of the driveway within Park Street.

Attached is the license agreement with list of exhibits.

CONTRACT # 2391COUNCIL APPV. DATE 1/22/02

RECORDED

2002 MAR -1 AM 8:46

*Gary Scholten*  
 REGISTER OF DEEDS  
 OTTAWA COUNTY, MI

**LICENSE AGREEMENT**

(Park Street Right-of-Way/George &amp; Mary Nelson)

This License Agreement is made as of January 22, 2002, between the City of Grand Haven, a Michigan municipal corporation, the principal business address of which is 519 Washington Ave., Grand Haven, MI 49417, as the licensor (the "City"), and George and Mary Nelson, husband and wife, whose principal residential address is 601 Leggat, Grand Haven, MI 49417 (the "Nelsons").

**RECITALS**

A. The Nelsons reside in a home constructed on the platted lot with 66 feet of frontage on the developed Leggat Street and approximately 100 feet of frontage on the platted but unconstructed Park Street (Lot 10 of Block 201 of Leggat's Addition).

B. The Nelsons own two other adjoining lots located behind the one on which they reside, one of which has about 100 feet of frontage on the platted but unconstructed Park Street and 66 feet of frontage on the platted but unconstructed Sand Street (Lot 11 of Block 201 of Leggat's Addition) and the other of which has 66 feet of frontage on the platted but unconstructed Sand Street and no other street frontage (Lot 11 of Block 201 of Leggat's Addition).

C. The Nelsons wish to construct a second home on a portion of Lots 11 and 12 (in order to make two lots from the three all of which are legally conforming to the City's zoning ordinance, a portion of Lots 11 and 12 will be added to Lot 10) but, in order to do so, they will need access from Leggat Street to the back lots.

D. Other residents of the area have opposed the development of Park Street and wish to see the trees and other natural vegetation growing within the Park Street unimproved right-of-way preserved.

E. No other property owners currently desire the construction of Park Street.

F. The construction of Park Street to City street standards would be costly to the Nelsons, the City, and/or the owners of adjacent property and, because the Nelsons would be the only parties immediately benefiting from its construction and the seemingly prevailing sentiment is against its construction, it currently appears to the City that the construction of Park Street would not be in the current best interests of the public health, safety and general welfare.

G. The City Council of the City has nevertheless determined it is fair to enable the Nelsons to obtain access to Lots 11 and 12 utilizing a portion of the unimproved Park Street right-of-way in order that those lots can be used.

TERMS AND CONDITIONS

Now, therefore, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Grant of License. The City grants to the Nelsons a non-exclusive license to use a portion of the Park Street right of way that is 6 feet in width and adjoining Lots 10 and 11 of Block 201 of Leggat's Addition the length running from the edge of the paved portion of the Leggat Street right of way all along Lot 10 to a point along Lot 11 lying 45 feet from its current shared lot line with Lot 10 (approximately 56 feet away from the Sand Street right-of-way) all as depicted on the drawing attached as Exhibit A which is incorporated by reference (the "Licensed Area"). Such license shall be subject to compliance with all the provisions of this Agreement and specifically subject to the following:

(a) Conditional upon Easement to Lot 10. This license shall be effective only if and as long as an easement of a width equal to or greater than the width of the Licensed Area is granted and maintained in, on and over Lot 10 for the benefit of Lots 11 and 12, which easement provides for the installation of utility lines to serve Lots 11 and 12 and access to Lots 11 and 12 with an improved paved area equal in width to any paved portion of the Licensed Area. Before any construction within or use of the Licensed Area is permitted, a recorded copy of the required easement shall be provided to the City for its review to assure it meets the requirements of this provision.

(b) Limited Purpose. This license is only for the construction of a paved driveway to provide access to Lots 11 and 12 and for no other purpose. No utility lines or other improvements are to be made. However, some landscaping may be undertaken within the licensed area to blend with the natural surroundings so as to minimize the visual impact of the driveway improvement. No more than 4 feet of the 6 foot width of the Licensed Area may be paved.

(c) Improvements within Licensed Area. All improvements are to be made by the Nelsons at their cost and according to plans and specifications first submitted to and approved by the City's Public Works Director. Such plans shall minimize the removal of or damage to trees within the Licensed Area, shall minimize changes to existing land contours, and shall include construction precautions to prevent or minimize soil erosion and damage to vegetation during construction of the driveway or the home to be constructed on Lots 11 and 12. The centerline of any driveway must be on the lot lines such that no more than one-half of the width of the driveway is in the licensed area.

(d) Damages. The Nelsons shall be responsible for any damage to the natural conditions of the Park Street right-of-way or to the existing conditions Leggat Street right-of-way that occurs during construction on Lots 10, 11 or 12, during the construction within or as a result of any use of the Licensed Area. Any such damage shall be immediately repaired at the Nelsons expense and the area shall be restored to the condition prior to the activity resulting in the damage. If the Nelsons fail to make such repairs or restoration within 28 days of the occurrence and their knowledge of it or notice from the City, whichever is earlier, the City make undertake such repair or restoration without further notice to the Nelsons and impose the cost thereof as a special assessment against any or all of Lots 10, 11 or 12.

(e) Legal Compliance. Construction within and use of the Licensed Area shall at all times comply with all applicable laws, rules, regulations, rulings, decisions, determinations, orders and directives of any governmental agency or officer of competent jurisdiction, including, without limitation, all City ordinances and requirements.

(f) No Interest in Real Estate. The parties acknowledge and agree that only a revocable, temporary right to use the Licensed Area for a limited purpose is granted by this Agreement. No interest in the Licensed Area has been granted or conveyed.

(g) Hazardous Substances. No hazardous substances, as defined in Part 201 of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as it may be amended, replaced or superceded, MCL 324.20101 *et seq.*; MSA 13a.20101 *et seq.*, shall be used or stored upon the Licensed Area. Such hazardous substances may be transported over the Licensed Area only to the extent they may legally be used and are used during the construction on and occupancy of Lots 11 and/or 12.

2. Consideration. The Nelsons shall pay the City upon the execution of this Agreement and annually on January 22 of each year during which this Agreement remains in effect the amount of \$327.00 as a license fee for the use of the Licensed Area for the following year.

3. Term and Termination. The term of the license granted by this Agreement shall be ten (10) years.

(a) Revocation. However, the license granted by this Agreement may be revoked at the will of the City Council of the City. Provided, however, the City Council shall first give the Nelsons written notice that it may be considering such revocation which shall state the date, time and place of the meeting at which it will do so. The Nelsons shall then be given an opportunity to appear before and to address the City Council before that decision is made.

(b) Termination upon Construction of Park Street. The license granted by this Agreement shall automatically terminate if and when the construction of Park Street is commenced sufficient to provide access to Lots 11 and 12.

(c) Renewal. The license granted by this Agreement and this Agreement may be renewed at any time during the license term or at the expiration of the license term by a resolution of the City Council and execution of a renewal agreement or amendment to this Agreement by the Mayor and City Clerk.

(d) Effect of Termination. Upon the termination of the license granted by this Agreement, the Nelsons shall, if requested by the City, remove all improvements to the Licensed Area and restore the Licensed Area to a condition reasonably similar to its condition prior to the granting of such license. If the City does not request the removal of the improvements and the restoration of the Licensed Area, the improvements shall, at no cost to the City, become the property of the City. No payment of any kind or any other consideration shall be due the Nelsons unless such termination results from revocation or termination due to the construction of Park Street and such termination takes effect part way into a license year. In that case, the City shall reimburse the Nelsons a pro rata portion of the license fee paid by them for that year with the repayment constituting that portion to be returned for any complete months during which the license will not have any effect. Such reimbursement shall be offset by any amounts the Nelsons otherwise are obligated to pay under the terms of this Agreement.

4. Maintenance. The City shall not have any responsibility to snowplow, repair or maintain the Licensed Area or any improvements within the Licensed Area. The Nelsons shall be solely responsible for such plowing, maintenance and repairs.

5. Other Use of Licensed Area. Because the license granted by this Agreement is non-exclusive, the City may grant to others the right to use the Licensed Area to the extent such use does not unreasonably interfere with the use of the Licensed Area by the Nelsons as permitted by this Agreement. However, prior to granting any such license, the City Council shall first give the Nelsons written notice that it may be considering doing so which notice shall state the date, time and place of the meeting at which it will consider the issue. The Nelsons shall then be given an opportunity to appear before and to address the City Council before that decision is made.

6. Indemnification and Insurance. The Nelsons agree to hold the City (including for purposes of this paragraph its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demands, lawsuits, claims, administrative or judicial actions or decisions, judgments, awards or other losses due to or arising from the improvement, use or occupancy of the Licensed Area by the Nelsons, their invitees, or others, except to the extent such loss results from affirmative negligent acts committed by the City. In order to provide some assurance of such indemnification, the Nelsons shall obtain and maintain a general liability insurance policy with coverage of at least \$1,000,000 per occurrence. The City shall be named as an insured or additional insured and as a certificate holder. Such coverage shall provide that it may not be altered or terminated except after not less than 30 days prior written notice to the City. The Nelsons shall provide copies of the certificates of insurance showing it to be in effect and the premiums to have been paid to the City Clerk of the City. Upon request, copies of the insurance policy including all endorsements and riders shall be provided to the City Clerk. Such proof of insurance shall be required before any construction within or use of the Licensed Area is permitted or undertaken. The requirements of this provision shall remain in place for any claims that arise during the term of the license granted by this Agreement and any renewals or extensions.

7. Assignment. The license granted by this Agreement is personal to the Nelsons. It is not transferable or assignable without the City's prior written consent after an approving resolution of the City Council. However, the City consents to the conditional assignment of the Nelsons' rights, duties and obligations under this Agreement to a financial institution or other lender providing funds for the construction of a home on Lots 11 and 12 and to any subsequent owner of such Lots 11 and 12 who obtains title as a result of forfeiture or foreclosure by such lender or the voluntary conveyance by the Nelsons to that lender to avoid such forfeiture or foreclosure, or to a revocable living trust or wholly-owned limited liability company either of which is created for estate planning purposes.

8. Miscellaneous.

(a) Waiver. No waiver or delay by the City in enforcing any term of this Agreement shall be construed to be or act as a waiver of any subsequent breach of any term of this Agreement. The acceptance of license fees or the performance of all or any part of this Agreement by the City for or during any period or periods after a breach of any of the term shall not be deemed a waiver of any right of the City.

(b) Notices. Notices shall be personally delivered or sent by certified mail, return receipt requested, to the address first written above or such other address as provided by notice to the other party.

(c) Interpretation. This Agreement is the entire agreement between the parties with respect to its subject matter. It supercedes and replaces all prior and contemporaneous agreements. It may not be modified by any course of dealing or usage of trade. It may be modified only in writing signed by both parties. The captions

in this Agreement are for convenience and reference only, and shall in no way affect its interpretation.

(d) Enforcement. To the extent not otherwise prohibited by law, the parties agree that in any action brought pursuant to or to enforce any portion of this License (i) the jurisdiction and venue shall be solely in the state courts of Ottawa County, Michigan, and (ii) the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorneys' fees and other legal costs, incurred to bring, maintain, or defend any such action from its first accrual or first notice thereof through any and all appellate and collection proceedings.

In witness whereof, the parties have cause this Agreement to be executed as of the date first written above.

WITNESSES:

Sara S. Schrader  
\* Sara S. Schrader

Ryan Cotton  
\* Ryan Cotton

CITY OF GRAND HAVEN:

By: Edward H. Lystra  
Edward H. Lystra, Mayor

By: Sandra L. Huff  
Sandra L. Huff, City Clerk/Treasurer

STATE OF MICHIGAN )  
COUNTY OF OTTAWA )

On this 4th day of February, 2002, before me a notary public, personally appeared Edward H. Lystra, and Sandra L. Huff, the Mayor and City Clerk, respectively, of the City of Grand Haven, a Michigan municipal corporation, who executed this document on behalf of the City.

Mary A. Sneider  
\* MARY A. SNEDEKER  
Notary Public, Ottawa County, Michigan  
My commission expires: 12-07-04

WITNESSES:

Diane Jarmac-Kirk  
\* DIANE JARMAC-KIRK

Teri L. VanHale  
\* TERI L. VANHALL

GEORGE AND MARY NELSON:

By: George Nelson  
George Nelson

By: Mary Nelson  
Mary Nelson

STATE OF MICHIGAN )  
                                  )  
COUNTY OF OTTAWA )

On this 19<sup>th</sup> day of February, 2002, before me a notary public, personally appeared George Nelson, and Mary Nelson, respectively, who executed this document.

*Linda L. Niotis*  
\_\_\_\_\_

Notary Public, Ottawa County, Michigan  
My commission expires: \_\_\_\_\_

**LINDA L. NIOTIS**  
Notary Public, Ottawa County, Michigan  
My Commission Expires Nov. 15, 2006

Drafted by:

Ryan Cotton, City Manager  
Grand Haven City Hall  
519 Washington Ave.  
Grand Haven, MI 49417

06926 (018) 153680.03

*After recording please return to:*

✓ **CITY CLERK'S OFFICE**  
519 WASHINGTON AVENUE  
GRAND HAVEN, MI. 49417





Citizens Best

Policy No. 01 HOP 0156263

Homepak Policy Declarations

Policy period 06/22/01 - 06/22/02

This is an amended declaration effective 02/13/02 at 12:01 A.M. Standard time. It replaces any previous declaration of the same number for this policy period. A coverage has been changed on your policy.

CHANGE EFFECTIVE DATE

Named Insured: NELSON GEORGE, NELSON MARY, 601 LEGGATT ST, GRAND HAVEN MI

49417-1725

Agent:

OAKES AGENCY, INC. 234 WASHINGTON ST PO BOX 729, GRAND HAVEN MI 49417, (616) 842-3440

Table with 4 columns: Year of Construction, Number of Families, Protection Class, Type of Construction, Occupancy, Wood Stove. Values include 1975, 1, 5, Frame, Primary, No.

Coverages for Your Policy are Listed Below

Section I Property Coverages

Table with 3 columns: Coverage, Limit of Liability, Premium. Includes Dwelling (\$142,000), Other Structures (\$14,200), Personal Property (\$99,400), Loss Of Use (\$28,400).

\$250 Loss Deductible amount applies to Section I Property Coverages. No Claims Paid - Reduce Deductible by \$ 220

Section II Liability Coverages

Table with 3 columns: Coverage, Limit of Liability, Premium. Includes Personal Liability - Each Occurrence (\$1,000,000), Medical Payments to Others - Each Person (\$5,000).

Coverage Forms and Endorsements

Table with 3 columns: Coverage Form, Description, Premium. Includes HO3 11/94 (\$9.00), HO594 03/99 (\$46.00), HO7200 04/01 (\$5.00), HO7050 10/92, HO7121 04/00, HO7244 02/99, HO7594 02/99 (\$29.00), HO7106 06/93, HO589 11/96.

The Following Savings Apply

Table with 3 columns: Coverage Form, Description, Premium. Includes HC7216 04/01 (Group Discount Applies, Premium Credit, New Home Discount).

Additional Premium Amount is \$ 10.00 Your Total Premium for the Policy Term is \$ 376.00

Additional Interests

ADDITIONAL INSURED

CITY OF GRAND HAVEN MICHIGAN 519 WASHINGTON AVE GRAND HAVEN MI 49417-1454

Additional Policy Information on Reverse Side

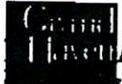
GEORGE NELSON  
MARY NELSON  
601 LEGGATT  
GRAND HAVEN, MI 49417

74-137072A  
2400947 1791

DATE 2-19-02

PAY TO THE  
ORDER OF

City of Grand Haven \$ 327.00  
Three Hundred Twenty Seven & <sup>no</sup>/<sub>100</sub> DOLLARS



Bank Grand Haven, Michigan

MEMO License Agreement. Mary Nelson

⑆072413706⑆ 2400⑈947⑈4⑈ 1791



Citizens Best

Policy No. 01 HOP 0156263

0050/0.7900

Homepak Policy Declarations

Policy period 06/22/01 - 06/22/02 W0110573

02132002 12

This is an amended declaration effective 02/13/02 at 12:01 A.M. Standard time. It replaces any previous declaration of the same number for this policy period.

CHANGE EFFECTIVE DATE

A coverage has been changed on your policy.

Named Insured: NELSON GEORGE  
NELSON MARY  
601 LEGGATT ST  
GRAND HAVEN MI

Agent: OAKES AGENCY, INC.  
234 WASHINGTON ST PO BOX 729  
GRAND HAVEN MI 49417  
(616) 842-3440

49417-1725

Year of Construction	1975	Type of Construction	Frame
Number of Families	1	Occupancy	Primary
Protection Class	5	Wood Stove	No

Coverages for Your Policy are Listed Below

Section I Property Coverages

	Limit of Liability	Premium
A. Dwelling	\$142,000	\$348.00
B. Other Structures	\$14,200	
C. Personal Property	\$99,400	
D. Loss Of Use	\$28,400	

\$250 Loss Deductible amount applies to Section I Property Coverages  
No Claims Paid - Reduce Deductible by \$ 220

Section II Liability Coverages

E. Personal Liability - Each Occurrence	\$1,000,000	
F. Medical Payments to Others - Each Person	\$5,000	\$47.00

Coverage Forms and Endorsements

HO3 11/94	Special Form Homeowners	
HO594 03/99	Extended Dwelling Replacement Cost	\$9.00
HO7200 04/01	Homeowners Deluxe	\$46.00
HO7050 10/92	Citizens Best	\$5.00
HO7121 04/00	Special Provisions	
HO7244 02/99	Home Protector	
HO7594 02/99	Water Backup And Sump Overflow Endorsement (A \$250 deductible applies.)	\$29.00
HO7106 06/93	Continuous Renewal Plan	
HO589 11/96	Waiver of Deductible	

The Following Savings Apply

HO7216 04/01	Group Discount Applies	
	Premium Credit	\$42.00CR
	New Home Discount	\$66.00CR

Additional Premium Amount is \$ 10.00 Your Total Premium for the Policy Term is \$ 376.00

Additional Interests

ADDITIONAL INSURED

CITY OF GRAND HAVEN  
MICHIGAN  
519 WASHINGTON AVE  
GRAND HAVEN MI 49417-1454

Additional Policy Information on Reverse Side

Amending 2391  
CONTRACT #

COURT/JUDICIAL APPROVAL DATE 11-17-08

**AMENDMENT TO LICENSE AGREEMENT**  
(Park Street Right-of-Way/George and Mary Nelson)

On January 22, 2002, the City of Grand Haven, a Michigan municipal corporation, of 519 Washington Ave., Grand Haven, MI 49417, as the licensor (the "City"), and George and Mary Nelson, husband and wife, of 601 Leggatt, Grand Haven, MI 49417 (the "Nelsons"), made a License Agreement according to which the City granted the Nelsons a non-exclusive license to use a portion of the platted but unconstructed Park Street right-of-way. Since January 22, 2002, George Nelson has passed away. Mary Nelson still owns the property described in the License Agreement, as the survivor of herself and George Nelson.

The City and Mary Nelson now agree to amend the Agreement, according to Section 8(c) thereof, as follows:

1. Notwithstanding the terms and conditions of the License Agreement, Mary Nelson may install decorative residential lighting on the Park Street right-of-way described on Exhibit A to the License Agreement in the approximate locations indicated on Exhibit B attached to this Amendment, and incorporated by reference (there is no Exhibit A to this Amendment); provided that each such lighting fixture shall comply with §40-317 of the City Zoning Ordinance and shall be controlled by a motion detection sensor so they are in the "on" position only when there is motion in the driveway.
2. Except as hereby amended, the License Agreement shall remain in full force and effect.

The City and Mary Nelson have signed this Amendment as of November 20, 2008.

CITY OF GRAND HAVEN

By Roger Bergman  
Roger Bergman, Mayor

Mary Nelson  
Mary Nelson

By Linda L. Niotis  
Linda Niotis, Clerk

**Exhibit B to Amendment to License Agreement**

Shows location of proposed residential full cutoff lights to be placed on property licensed to Mary Nelson from the City of Grand Haven.



☆ Approximate location of proposed lights to be established by City Public Works Director upon installation of lights by licensed electrician.

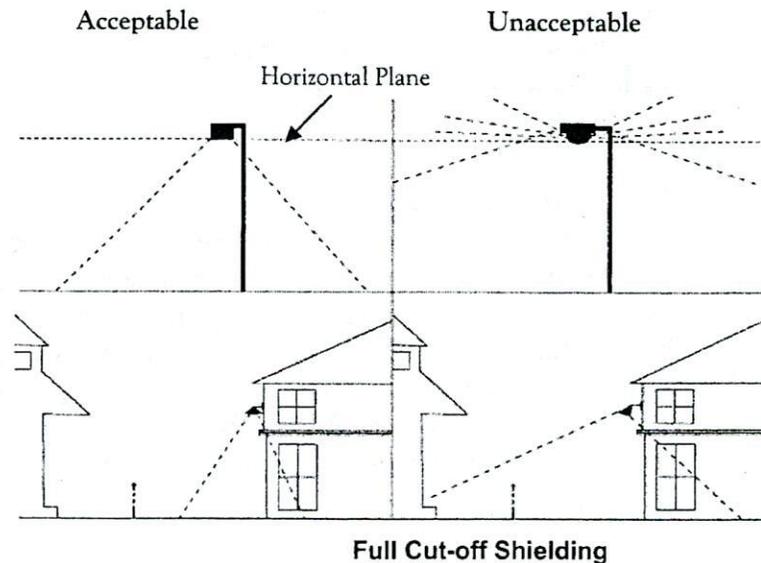
**40-316 KEY STREET SEGMENTS**

Key street segments are located throughout the City and are identified on the zoning map and in the particular zoning districts established in **Article Four**. Key street segments tend to include a mix of land uses, and, due to traffic patterns, are appropriate locations for certain uses within a zoning district. If a property fronts on, and gains access from, a key street segment, certain uses shall be permitted as Permitted or Special Land Uses that are not otherwise permitted in other locations within the zoning district boundaries. For the purposes of this ordinance the street segments are described in the respective zoning district sections of **Article Four** and as illustrated on the City of Grand Haven Zoning Map shall include both sides of the street extending between the rights-of-way listed in **Article Four**.

**40-317 LIGHTING**

- A. Intent and Purpose: To create and maintain safe nighttime environments for both pedestrians and drivers on public roadways and right-of-ways, by minimizing brightly lighted surfaces and lighting glare as well as extended areas along sidewalks and streets. To preserve the restful quality of nighttime, by eliminating intrusive, artificial light and lighting that unnecessarily contributes to "sky glow", and to reduce light pollution from lighting luminaries and light trespass onto adjacent properties. The following requirements shall be considered by the Planning Commission and Zoning Administrator in the review of all site plans submitted for approval under the terms of this Zoning Ordinance.
- B. General Standards:
1. Exempted areas and types. The following types of outdoor lighting shall not be covered by this Ordinance:
    - a. Residential decorative lighting such as porch lights, low level lawn lights, and special seasonal light such as Christmas decorations, and residential yard lights whether building mounted or pole mounted.
    - b. Sign lighting as regulated by **Article Seven** hereof.
    - c. Lighting associated with detached single-family housing
  2. Regulated Lighting. The following types of lighting shall be regulated by this Ordinance:
    - a. Parking lot lighting and site lighting for commercial, industrial and institutional developments.
    - b. Multiple Family developments parking lot lighting and site lighting.
    - c. Privately owned roadway lighting.
    - d. Building facade lighting.
    - e. Other forms of outdoor lighting which, in the judgment of the Planning Commission, is similar in character, luminosity and/or glare to the foregoing.
    - f. All forms of neon lighting
  3. Standards: Lighting shall be designed and constructed in such a manner as to:

- a. Insure that direct or directly reflected light is confined to the development site and pedestrian pathways.
- b. Lamps and luminaries shall be shielded, hooded and/or louvered to provide a glare free area beyond the property line and beyond any public right-of-way, or the light source is not directly visible from beyond the boundary of the site.
- c. The light from any illuminated source shall be designed so that the light intensity or brightness at any property line shall not exceed one (1) foot candle.
- d. Lighting fixtures shall have one hundred (100) percent cut off above the horizontal plane at the lowest part of the point light source. The light rays may not be emitted by the installed fixture at angles above the horizontal plane.



- e. Outdoor recreation area lighting may use standard color metal halide sources and standard sports lighting fixtures if they are mounted at a sufficient height and properly equipped with baffling, glare guards or lenses to meet the requirements of this section.
- f. There shall be no lighting of a blinking, flashing, or fluttering nature, including changes in light intensity, brightness or color. Beacon, strobe and search lights are not permitted.
- g. No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices.

#### **40-318 OUTDOOR STORAGE AND PARKING OF RECREATION VEHICLES AND OTHER MATERIALS**

##### **40-318.01 RESIDENTIAL DISTRICTS.**

- A. Within the SFR, MDR, DR, NS, S, E, OT and NMU Districts, the outdoor storage or parking of RVs, boats, and trailers of any kind shall be permitted only in accordance with this Section. The storage or parking of trucks of more than one and one-half (1½) tons capacity, truck trailers, recreational vehicles and boats shall be prohibited in any front yard in all districts, except as accessory to a use permitted by right or by special land use permit.

CONTRACT CHECKLIST

Your Name: Bub Schroeder Department: Cmo

Amendment to License Agreement - Mary Nelson - Lighting (Driveway)  
Description of Contract

- Ensure City Attorney has reviewed the contract.
  - Sent to Attorney - \_\_\_\_\_ (Date)  e-mail  mail
  - Approved - \_\_\_\_\_ (Date)
- Council meeting date set for action. 11-17-08 (Date)
- Ensure there are at least 3 originals of the contract with **ALL** attachments/exhibits and **ALL** blanks completed.
- Mark signature lines with names/titles and flag signature pages.
- Is a certified resolution required?  Yes, prepare resolution for Clerk's signature  No resolution required
- Will the Treasurer's Office need to send bill(s) for payment?  Yes  No
- Is liability insurance required?  Yes  No
- Where and to whom should the original contract be returned. Please ensure correct name and address.

MARY Nelson  
601 Leggatt  
GRAND Haven MI

Clerk's Use Only

- Make temporary copy, if contract not fully executed.
- Contract returned 12/15/08 (Date) to above contact.
  - Signature(s) needed.  Insurance Certificate Request
- Executed contract received 11/20/09 (Date)
- Insurance certificate received on file (Date)
- Assign contract number # \_\_\_\_\_ + let Linda know
- Notify Treasurer's Office of billing. \_\_\_\_\_ (Date)
- Return one signed original or copy to affected department. 12/15/09 (Date)

Mr. Dave Palmer, representing the Spread the Music Foundation, noted that the sound variance was the same as last year. The waiver was valid until 11:30 p.m., but they actually ended at 11:00 p.m. He did not hear of any complaints. If he would happen to receive a complaint this year, there would be no problem to turning the volume down.

**08-376** Moved by Council member **Fritz**, seconded by Council member **Naser**, to accept the bid and approve the license agreement with Captain Scott McClary of the "Fin-Attic II" for the vacant slip at Chinook Pier and authorize the Mayor and City Clerk to execute this agreement. This motion carried unanimously.

Community Affairs Manager Katt noted that this dollar amount was higher than what current charter boats of the same size were paying.

Moved by Council member **Fritz**, seconded by Council member **Naser**, to accept a proposal to increase the maximum benefits for the Long Term Disability insurance plan for City employees. This motion was tabled by the following resolution.

**08-377** Moved by Council member **Naser**, seconded by Council member **McCaleb**, to table acceptance of a proposal to increase the maximum benefits for the Long Term Disability insurance plan for City employees. This motion carried unanimously.

There was confusion as to which plan was being approved. City Manager McGinnis noted that the proposed plan amounts would be included in the resolution at the next council meeting.

#### **NEW BUSINESS**

**08-378** Moved by Council member **Fritz**, seconded by Council member **Naser**, to approve an amendment to the January 22, 2002, license agreement granting use of Park Street for a driveway with Mary Nelson to allow for the installation of residential decorative lighting fixtures at 601 and 605 Leggatt and authorize the Mayor and City Clerk to execute this amendment, as amended. This motion carried unanimously.

City Manager McGinnis noted that this was not the first time this item had been before Council. The City's current ordinance covers most everything stated here except for the motion detector. Council approved of the amendment to the license agreement with the ~~addition~~ *substitution* of the provision that each lighting fixture shall comply with existing City ordinances, as well as being equipped with a motion detector *in place of conditions regarding the type of light and height.*

1. Amended 11/17/2008 (amendment at end of this agreement)