



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, SEPTEMBER 15, 2025
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**
- 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

11. CONSENT AGENDA

ATTACHMENT A

- A. Approve the Regular Council meeting minutes for September 2, 2025.
- B. Approve the bill's memo in the amount of \$3,082,507.72.
- C. Adopt a certified resolution approving the MDOT AERO 2025-0727 Grant, for the Reconstruction of Runway 18/36, in the budgeted amount of \$524,121.00.
- D. Approve the Administrative Services Agreement between the City of Grand Haven and Northwest Ottawa Recreation Authority (NORA) for the City to continue providing administrative services to NORA.

- E. Approve a special event request for 5 Alarm Chili Cook Off from 9:00 AM to 5:00 PM on October 11, 2025 at the Lynne Sherwood Waterfront Stadium.
- F. Approve a request from Bluebird Cancer Retreats to use Lynne Sherwood Waterfront Stadium for the Community Cares Cancer Walk from 9:00 AM to 12:00 PM on October 4, 2025.
- G. Approve Oddside Ales' special event request to use 3 parallel parking spots on North 1st Street for a band's van and trailer during a Halloween show at their location at 41 Washington Avenue, Grand Haven, Michigan 49417.

12. UNFINISHED BUSINESS

ATTACHMENT B

- A. Consideration by City Council of a resolution to establish an Obsolete Property Rehabilitation District at 224 Washington Avenue, parcel #70-03-20-436-011, with legal description of W 43 FT OF N 58 FT LOT 243 & W 43 FT LOT 244 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 (PA146 of 2000).

EDC/ BRA recommends approval.
Administration recommends approval.

- B. Consideration by City Council of a resolution to approve and adopt the Brownfield Plan for the 224 Washington project, located at 224 Washington Avenue, Grand Haven, MI 49417, for a period of 20 years.

EDC/BRA recommends approval.
Administration recommends approval.

- C. Consideration by City Council of a final resolution for a zoning change request from I, Industrial District, to TI, Transitional Industrial District, for properties located near 924 Beechtree St. (parcels #70-03-27-315-013, #70-03-27-315-012, and #70-03-27-315-015).

Planning Commission recommends approval.
Administration recommends approval.

13. PUBLIC HEARING

14. NEW BUSINESS

ATTACHMENT C

- A. Consideration by City Council of a resolution to approve McKenna as the consultant to prepare the Centertown Vision Plan update, with costs not to exceed the budgeted amount of \$20,000, with seventy-five percent (75%) of the total cost covered through Redevelopment Ready Communities (RRC) Technical Assistance funds.

Planning Commission recommends approval.
Administration recommends approval.

- B. Consideration by City Council of a resolution to approve a land-lease agreement with 301 North Harbor LLC, for the redevelopment of Chinook Pier, and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

15. CORRESPONDENCE & BOARD MEETING MINUTES

ATTACHMENT D

- A. Board of Light and Power Meeting Minutes of July 17, 2025 and Special Meeting Minutes of July 17, 2025.
- B. Duncan Park Commission Meeting Minutes of June 17, 2025 and July 15, 2025.
- C. Economic Development Corporation Brownfield Redevelopment Authority Meeting Minutes of June 2, 2025 and July, 7, 2025.
- D. Human Relations Commission Meeting Minutes of May 22, 2025 and June 26, 2025.
- E. Musical Fountain Committee Meeting Minutes of May 14, 2025, June 11, 2025 and July 9, 2025.
- F. Northwest Ottawa Water System Meeting Minutes of May 21, 2025.
- G. Parks and Recreation Meeting Minutes of August 6, 2025.
- H. Planning Commission Meeting Minutes of June, 10, 2025.
- I. Sewer Authority Meeting Minutes of February 19, 2025 and May 21, 2025.
- J. Zoning Board of Appeals Meeting Minutes of April 16, 2025, May 21, 2025, and July 16, 2025.

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

Attachment A

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 2, 2025**

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, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, and Mayor Bob Monetza.

Absent:

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, Finance Director Emily Greene, Public Safety Director Nichole Hudson, Public Works Director Michael England, and City Planner Brian Urquhart.

INVOCATION/PLEDGE OF ALLEGIANCE

APPOINTMENTS

APPROVAL OF CONSENT AND REGULAR AGENDAS

Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve the agendas as presented.

25-158 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to amend the Regular Agenda by switching the order of Unfinished Business Items A and B.

Roll Call Vote:

This motion carried unanimously.

25-159 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve the agendas as amended.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Carol Lecocq, 78 Grand: Commented on the requested Brownfield Plan and OPRA District for 224 Washington.

Becky Newman, 932 Pennoyer: Thanked the City Council for their support for the Walk the Beat event.

Jim Hagen, 400 Lake: Commented on downtown parking and the proposed 224 Washington project.

CONSENT AGENDA.

25-160 Approve the Special Work Session and the Regular City Council Meeting Minutes of August 18, 2025.

25-161 Approve the bill's memo in the amount of \$3,385,900.67. **Attachment A**

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

Roll Call Vote:

This motion carried unanimously.

UNFINISHED BUSINESS

Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve a resolution to establish an Obsolete Property Rehabilitation District at 224 Washington Avenue, parcel #70-03-20-436-011, with a legal description of W 43 FT OF N 58 FT LOT 243 & W 43 FT LOT 244 ORIGINAL PLAT, and to establish a finding that it is an obsolete property in an area characterized by obsolete commercial property or commercial housing pursuant to Section 3(1)a of the Obsolete Property Rehabilitation Act (PA146 of 2000).

25-162 Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Lowe**, to postpone the motion until the next City Council Meeting on September 15, 2025.

Roll Call Vote:

Ayes: McLaughlin, Lowe, Monetza.

Nays: Fritz.

This motion carried.

Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve a resolution to adopt the Brownfield Plan for the 224 Washington project, located at 224 Washington Avenue, Grand Haven, MI 49417, for a period of 20 years.

25-163 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin**, to postpone the motion until the next City Council Meeting on September 15, 2025.

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS

25-164 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve an introductory resolution for a zoning change request from I, Industrial District, to TI, Transitional Industrial District, for properties located near 924 Beechtree St. (parcels #70-03-27-315-013, #70-03-27-315-012, and #70-03-27-315-015).

Roll Call Vote:

This motion carried unanimously.

25-165 Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve a resolution to establish and maintain a Fire/Rescue Cadet-Explorer Program within the Grand Haven Department of Public Safety.

Roll Call Vote:

This motion carried unanimously.

25-166 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve an agreement with Apex Electric of Fruitport, Michigan, to complete electrical meter relocations along the Beechtree corridor in the amount of \$45,500.00

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz shared that the Labor Day Bridge Walk event had great attendance.

Mayor Monetza shared that the Labor Day Bridge Walk event was a great day and thanked staff for their efforts to host the event.

CITY MANAGER REPORT

Assistant City Manager Dana Kollewehr shared updates on the old Diesel Plant Project, the Chinook Pier Project, and the South Village Project in the old Dake facility.

City Manager Ashley Latsch shared dates for opportunities to learn about the upcoming Public Safety Millage request.

CALL TO AUDIENCE SECOND OPPORTUNITY

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 8:37 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Attachment A

To: Ashley Latsch, City Manager
From: Emily Greene, Finance Director *Eb*
CM Date: 09.02.25
RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 08.20.25	ACH WARRANT 08.27.25	WARRANT 08.27.25	TOTALS
101	General Fund	\$95,002.44	\$63,289.86	\$37,809.59	\$158,292.30
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$47,988.07	\$153.78	\$7,918.14	\$48,141.85
203	Local Street Fund	\$335.46	\$256.19	\$2,871.09	\$591.65
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St. Dist. Dev	\$0.00	\$0.00	\$0.00	\$0.00
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$8,108.13	\$0.00	\$8,108.13
394	Downtown TIF Debt	\$0.00	\$393,789.85	\$0.00	\$393,789.85
401	Public Improvements Fund	\$0.00	\$41,234.16	\$221.16	\$41,234.16
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$286,357.47	\$0.00
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operations	\$6,874.98	\$15,350.67	\$26,776.26	\$22,225.65
509	Sewer Authority SL Force Mn	\$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	\$15,551.54	\$22,292.67	\$14,778.09	\$37,844.21
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$496.95	\$1,530.71	\$0.00	\$2,027.66
590	City Sewer Fund	\$61,574.25	\$10,577.14	\$158,978.25	\$72,151.39
591	City Water Fund	\$167,933.88	\$7,787.36	\$11,258.40	\$175,721.24
594	City Marina Fund	\$10,084.92	\$588.56	\$9.99	\$10,673.48
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$11,216.93	\$21,990.87	\$656.85	\$33,207.80
677	Self Insurance Fund	\$0.00	\$0.00	\$8,374.52	\$0.00
678	OPEB/Retiree Benefits Fund	\$951.57	\$0.00	\$0.00	\$951.57
679	Health Benefit 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	\$1,374,703.16	\$450,226.76	\$1,374,703.16
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00
		\$418,010.99	\$1,961,653.11	\$1,006,236.57	\$3,385,900.67

\$3,385,900.67 Total Approved Bills
\$1,375,654.73 Minus eligible bills for release without prior approval: including Utili
\$2,010,245.94 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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

09.15.25

NEW FUND NUMBER	FUND NAME	WARRANT 09.03.25	ACH WARRANT 09.03.25	WARRANT 09.10.25	ACH WARRANT 09.10.25	CREDIT CARD WARRANT 09.09.25	TOTALS
101	General Fund	\$13,725.41	\$0.00	\$40,950.32	\$63,537.39	\$8,466.47	\$22,191.88
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$755.50	\$0.00	\$103.29	\$1,361.79	\$78.67	\$834.17
203	Local Street Fund	\$755.50	\$0.00	\$103.28	\$911.41	\$78.66	\$834.16
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	\$419.78	\$0.00	\$3,775.00	\$647.00	\$2,174.50	\$2,594.28
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	\$0.00	\$2,150.00	\$0.00	\$0.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$51,115.60	\$0.00	\$0.00	\$20,299.50	\$0.00	\$51,115.60
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	\$51.00	\$51.00
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	\$1,016.79	\$1,016.79
509	Sewer Authority Operations	\$461.66	\$0.00	\$94,665.11	\$63,614.32	\$88.21	\$549.87
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	\$245.13	\$0.00	\$2,655.48	\$160,497.36	\$0.00	\$245.13
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	\$32,538.12	\$0.00	\$195.07	\$21,019.28	\$0.00	\$32,538.12
590	City Sewer Fund	\$1,324.84	\$0.00	\$103.83	\$4,943.39	\$663.00	\$1,987.84
591	City Water Fund	\$9,572.83	\$0.00	\$4,906.57	\$10,653.00	\$2,739.67	\$12,312.50
594	City Marina Fund	\$48.58	\$0.00	\$1,514.51	\$6,120.31	\$179.91	\$228.49
597	City Boat Launch Fund	\$40.01	\$0.00	\$0.00	\$540.00	\$0.00	\$40.01
661	Motorpool Fund	\$856.17	\$0.00	\$2,802.59	\$48,457.44	\$0.00	\$856.17
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	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefit Fund	\$0.00	\$0.00	\$0.00	\$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	\$673,365.30	\$1,725,219.17	\$0.00	\$0.00	\$0.00	\$2,398,584.47
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$785,224.43	\$1,725,219.17	\$151,775.05	\$404,752.19	\$15,536.88	\$3,082,507.72

\$3,082,507.72 Total Approved Bills

\$2,398,584.47 Minus eligible bills for release without prior approval: including Utility,

\$683,923.25 Retirement, Insurance, Health Benefit, and Tax Collection Funds

Grand Haven Memorial Airport

MEMO TO: Dana Kollewehr Assistant City Manager

FROM: Tom Manderscheid

DATE: September 3, 2025

SUBJECT: Agenda Item: MDOT AERO Grant 2025-0727 Rehabilitation Runway 18/36

BACKGROUND

MDOT AERO has provided a Grant to Reconstruct Runway 18/36 (North/South in the amount of \$524,121.00 at the Grand Haven Memorial Airport.

The project will include pavement reconstruction of Runway 18/36. The project is planned to remove the existing HMA pavement and replace it with new 3" HMA pavement. The original pavement was constructed in 1998. Every three years MDOT AERO assesses and evaluates the pavement of runways, connectors, and taxiways at the airport. In November 2023, the PCI report indicates the pavement pacer rating of the runway 18/36 was rated a fifty-seven which would indicate a major rehabilitation. The PCI is forecasted to be a fifty-three. We have referenced that in our MDOT AERO Capital Improvement Plan and that this work needs to be done sooner than later.

The reconstruction of the project will be funded by an MDOT Sponsor Grant 2025-0727 in the amount of \$524,121.00. At that time, the transfer of grant dollars will be named to the City of Grand Haven. The funding levels will be 95% Federal (\$497,915.00), State funding of 5% or 26,207.00. Zero cost to the City of Gand Haven.

RECOMMENDATION

It is requested the City Council adopt a certified resolution approving the MDOT AERO 2025-0727 Grant, for the Reconstruction of Runway 18/36, in the amount of \$524,121.00, authorizing the Mayor and the City Clerk to execute the necessary documents.

Attachments

Michigan Department of Transportation

Infrastructure Investments and Jobs Act Agreement

MDOT IJIA Agreement Number 2025-0727
Grant Number 3-26-0038-20925

The Michigan Department of Transportation (MDOT) has been notified of the attached Federal Aviation Administration (FAA) Infrastructure Investment and Jobs Act (IJIA) Grant. MDOT is responsible for distribution of the funds pursuant to the AERONAUTICS CODE OF THE STATE OF MICHIGAN Act 327 of 1945 and program administration per the State Block Grant Program Memorandum of Agreement.

Per this MDOT IJIA Agreement, hereafter referred to as “this Agreement”, MDOT shall enter into an agreement with the airport owner. This Agreement shall obligate the airport owner to comply with each of the terms and conditions contained in the Federal Aviation Administration Infrastructure Investment and Jobs Act, to the Federal Aviation Administration State Block Grant Program Assurances, and to the conditions included in this Agreement.

This Agreement shall convey the requirements, terms, conditions, and assurances contained in FAA IJIA Grant number 3-26-0038-20925 to City of Grand Haven, on behalf of Grand Haven Memorial Airpark, whose associated city is Grand Haven, hereafter referred to as “the Sponsor”, as a recipient of funds channeling through the State of Michigan. Any reference to FAA transfers to MDOT acting as FAA, where applicable. All requirements of the Sponsor contained in the attached FAA IJIA Grant are in addition to the requirements contained in this Agreement. The Sponsor agrees to comply with the General Conditions and Special Conditions set forth in this Agreement, the FAA Assurances, and the FAA Advisory Circulars, in the FAA IJIA Grant.

This Agreement will be used for the purpose of assigning the rights and obligations of the parties in agreeing to the project estimated in detail in Exhibit 1, dated 2/5/2025. The project cost participation, as defined in attachment(s) 6 is made a part of this Agreement. The actual MDOT, FAA, and Sponsor shares of the project cost will be adjusted at the time of the financial closure of the FAA Grant.

Project Description: Reconstruct Runway-18/36-Construction

The estimated total **project cost** is \$524,122. The Sponsor shall use these funds for the project as described in the FAA IJIA Grant. IJIA Grant recipients shall follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under this grant, or any associated subgrants, may not be used for any purpose not related to the airport.

The Sponsor shall make payments to MDOT for the Sponsor's share of the project costs within thirty (30) days of the billing date, if billed. MDOT will not make payments for any project work prior to receipt of payment from the Sponsor for their billed share. Eligible project costs that are paid by the Sponsor may be submitted for credit toward their share if submitted within one hundred eighty (180) days of the cost incurred, or Agreement award date, whichever is later.

The Sponsor shall upload each payment request to MDOT's ProjectWise software.

Each request shall have the following Document Name:

- Associated City_Vendor_IJJA_Invoice Number (Example: Anytown_BestBuilder_IJJA_876.pdf)

Once payment requests and proper documentation are received, MDOT will review, process, and submit to FAA.

The project cost shown includes the maximum obligation of MDOT and federal funds under this Agreement. The maximum obligation of MDOT and Federal funds may be adjusted to an amount less than the maximums shown 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 Manager of the Airport Planning and Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the project description, provided that the costs are eligible and do not exceed the maximum obligations shown in this Agreement. If the total amount of the project cost exceeds the maximum obligations shown in this Agreement, the project scope will be reduced or a written amendment to this Agreement will be completed to provide additional funds. This will have to be awarded by the parties before the work is started.

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 authorizing work performance, may cancel the project or any portion thereof by giving written notice to the Sponsor. In the event this occurs, this Agreement will be void and of no effect with respect to the canceled portion of the project.

Failure on the part of the Sponsor with any of the conditions of this Agreement may be considered cause for placing the Sponsor in a state of noncompliance, thereby making the Sponsor ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the project and/or repayment of all grant amounts on a pro rata basis. In this section, pro rata means proration of the cost of the project over twenty (20) years.

Any approvals, acceptances, 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, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the project under this Agreement.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the Sponsor of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections 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.

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided by this Agreement or by law.

This Agreement is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

In connection with the performance of project work under this Agreement, 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 Sections 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 Agreement.

The Sponsor will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

The Sponsor agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the Sponsor. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The Sponsor further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

In addition to all specific requirements, terms, conditions, and assurances contained in the attached FAA IJIA Grant, the Sponsor shall ensure strict adherence to the following audit requirements:

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 Agreement. Separate accounts will be established and maintained for all costs incurred under this Agreement.

The Sponsor will maintain the records for at least six (6) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute regarding allowable expenses or any other issue under this Agreement, 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.

MDOT or its representative may inspect, copy, scan, or audit the records at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the Sponsor will assure compliance with the above requirements for all subcontracted work.

The Sponsor agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement which includes the FAA Grant attached to this Agreement. The Sponsor also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

If an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement 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 MDOT – Office of Aeronautics 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. 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 make that documentation available conveniently and reasonably for review by MDOT. The response will refer to and apply the language of this Agreement. 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 about 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 Agreement 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.

This Agreement will be in effect from the date of award (the date of the final signature) through twenty (20) years.

The Sponsor agrees to comply with all portions of this MDOT IJA Agreement.

As attached (with PDF attachment of preliminary injunction) hereto, on June 19, 2025, the U.S. District Court for the District of Rhode Island issued a preliminary injunction against the imposition of immigration-enforcement conditions on federal transportation funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The execution of agreements by MDOT and the acceptance of funding from the United States Department of Transportation and its component agencies are subject to that preliminary injunction and should not be construed as a certification as to the immigration conditions or as a waiver of any rights by MDOT or the State of Michigan.

Sponsor: CITY OF GRAND HAVEN

Authorized Sponsor Signatory: _____ Date: _____

Authorized Sponsor Signatory: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION

MDOT Signatory: _____ Date: _____

MDOT Signatory Printed: _____

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: CITY OF GRAND HAVEN
3. Recipient's DUNS Number: DUNS 07-258-1085 / UEI LHCQRXLJJWV1
4. Amount of Federal funds: \$497,915
5. Federal Grant Number(s): SBGP 20925
6. Grant Award Date(s): 7/23/25
7. MDOT Project Number: 3-26-0038-20925
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-209-2025
11. Federal Award Date: 7/23/25
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 7/22/29
14. Amount of Federal Funds obligated by this action: \$497,915
15. Total amount of Federal Funds obligated: \$497,915
16. Total amount of the Federal award: \$497,915
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

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 twenty (20) 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 twenty (20) 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.

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 or 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.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<u>ARFF and SRE EQUIPMENT AND VEHICLES:</u> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	<u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u> The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u> The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS;</p> <p>3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</p> <p>4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<p>AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	<u>DBE PLAN:</u> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<p><u>ENVIRONMENTAL:</u> The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures:</p> <p>Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures.</p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p>
Airport	EMAS	<p><u>EMAS BLOCK PRE-PURCHASE:</u> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.</p> <p>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.</p>
Airport	Equipment	<u>EQUIPMENT ACQUISITION:</u> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	<u>FRICTION MEASURING DEVICES:</u> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	<u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	<u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	<u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	<u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<p><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></p> <p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	<u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	<u>LOW EMISSION SYSTEMS:</u> The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specification s Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	Force account	FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<p><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.</p>
All Sponsor Types	Non AIP work in project	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <p>1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project;</p> <p>2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
All Sponsor Types	Planning Scope of Work	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

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Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

[illegible]

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
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COMMENTS

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

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND**

)	
STATE OF CALIFORNIA; STATE OF)	
ILLINOIS; STATE OF NEW JERSEY;)	
STATE OF RHODE ISLAND; STATE)	
OF MARYLAND; STATE OF)	
COLORADO; STATE OF)	
CONNECTICUT; STATE OF)	
DELAWARE; STATE OF HAWAII;)	
STATE OF MAINE;)	
COMMONWEALTH OF)	
MASSACHUSETTS; PEOPLE OF)	
THE STATE OF MICHIGAN; STATE)	
OF MINNESOTA; STATE OF)	
NEVADA; STATE OF NEW MEXICO;)	C.A. No. 25-cv-208-JJM-PAS
STATE OF NEW YORK; STATE OF)	
OREGON; STATE OF VERMONT;)	
STATE OF WASHINGTON; and)	
STATE OF WISCONSIN,)	
Plaintiffs,)	
)	
v.)	
)	
UNITED STATES DEPARTMENT OF)	
TRANSPORTATION; SEAN DUFFY,)	
<i>in his official capacity as Secretary of</i>)	
<i>Transportation,</i>)	
Defendants.)	

PRELIMINARY INJUNCTION

Before the Court is twenty States’ Motion for a Preliminary Injunction in a case filed against Defendants United States Department of Transportation (“U.S. DOT”) and Secretary Sean Duffy (“collectively Defendants”) after Defendants adopted an Immigration Enforcement Condition (“IEC”) on federal transportation grants that requires State recipients of those funds to cooperate with federal officials in the

enforcement of federal immigration law.¹ ECF No. 41 (as amended by ECF No. 49). Essentially, U.S. DOT is now requiring future grant applicants to agree to adhere to the IEC when they sign the grant application. Because some applicants face a June 20, 2025, deadline to apply for certain grants whose applications include the IEC, the Court issues this timely short Order.²

Defendants initially raise two jurisdictional arguments. First, Defendants contend that some of the States' claims may be subject to statutory provisions that confer exclusive jurisdiction on federal appellate courts to hear challenges to, for example, orders issued by the Federal Aviation Administration. The statutes cited specify that federal appellate courts have exclusive jurisdiction only for a narrow set of challenges to an "order" issued "*under*" the specific statutes listed. These jurisdictional statutes do not apply here because the U.S. DOT is not exercising its authority "*under*" the specific statutes listed in these jurisdictional provisions. Rather, it is the Duffy Directive issued by the U.S. DOT that the States challenge, and thus jurisdiction is proper in the district court. *Loan Syndications & Trading Ass'n v. S.E.C.*, 818 F.3d 716, 722 (D.C. Cir. 2016).

¹ Secretary Duffy issued the "Duffy Directive" in April 2025, requiring transportation grant recipients to "cooperate with Federal officials in the enforcement of Federal Law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law." ECF No. 1-2 at 2. The U.S. DOT has added the IEC to general terms and conditions governing all federal funding administered by several subagencies within U.S. DOT as well as to the terms and conditions for specific federal grants. It has demanded that state officials execute grant agreements with the IEC language.

² The Court relies on the facts alleged in the States' Complaint but, considering the brief time frame, does not restate them here.

Second, Defendants cite the Tucker Act in arguing that this case should be heard in the Court of Claims. This Court, and many others, has ruled on this issue and found that the States' challenges to the grant conditions are not claims sounding in contract. The States bring claims under the Administrative Procedures Act ("APA") and the United States Constitution, seeking equitable relief to enjoin Defendants' actions in conditioning transportation funding on cooperation with the implementing of immigration enforcement, not specific performance of any grant agreements. This relief "is not a claim for money damages," precluded under the APA—even though "it is a claim that would require the payment of money by the federal government." *Bowen v. Massachusetts*, 487 U.S. 879, 894 (1988) (quoting *Maryland Dep't. of Human Res. v. Dep't of Health and Human Servs.*, 763 F.2d 1441, 1446 (1985)). Accordingly, because the States' challenges are based on statutory and constitutional violations and the relief they seek is equitable, the essence of their claims are *not* contractual, so they are not subject to the exclusive jurisdiction of the Court of Claims under the Tucker Act. *See Crowley Gov't Servs., Inc. v. Gen. Servs. Admin.*, 38 F.4th 1099, 1106-08 (D.C. Cir. 2022).

The Court will now move on to the merits of the States' preliminary injunction motion. "To secure a preliminary injunction, a plaintiff must show '(1) a substantial likelihood of success on the merits, (2) a significant risk of irreparable harm if the injunction is withheld, (3) a favorable balance of hardships, and (4) a fit (or lack of friction) between the injunction and the public interest.'" *NuVasive, Inc. v. Day*, 954 F.3d 439, 443 (1st Cir. 2020) (quoting *Nieves-Márquez v. Puerto Rico*, 353 F.3d 108,

120 (1st Cir. 2003)). In evaluating whether plaintiffs have met the most important requirement of likelihood of success on the merits, a court must keep in mind that the merits need not be “conclusively determin[e]d;” instead, at this stage, decisions “are to be understood as statements of probable outcomes only.” *Akebia Therapeutics, Inc. v. Azar*, 976 F.3d 86, 93 (1st Cir. 2020) (partially quoting *Narragansett Indian Tribe v. Guilbert*, 934 F.2d 4, 6 (1st Cir. 1991)). The Court now turns to the four factors.

Likelihood of Success on the Merits

We begin with what courts have called a key factor—a consideration of the movant’s likelihood of success on the merits. “To demonstrate likelihood of success on the merits, plaintiffs must show ‘more than mere possibility’ of success—rather, they must establish a ‘strong likelihood’ that they will ultimately prevail.” *Sindicato Puertorriqueño de Trabajadores, SEIU Loc. 1996 v. Fortuño*, 699 F.3d 1, 10 (1st Cir. 2012) (per curiam) (quoting *Respect Maine PAC v. McKee*, 622 F.3d 13, 15 (1st Cir. 2010)). The States’ claims are as follows:

In **Count I**, the States allege that the Executive’s actions here are ultra vires because the U.S. DOT lacks any statutory authority to impose the IEC as a requirement for federal funding that was specifically appropriated for transportation because Congress has not granted the U.S. DOT any power to conscript the State government into federal immigration enforcement efforts. In **Count II**, the States allege a violation of the Spending Clause of the U.S. Constitution, (U.S. Const. art. I,

§ 8, cl. 1),³ because the IEC imposes conditions on federal funds that overstep Congress's spending authority, it is impermissibly vague, ambiguous, and retroactively imposed, is a condition wholly unrelated to the purposes of the transportation funding and is coercive. In Count III, the States allege that the Defendants' actions violate the APA because they exceed their statutory authority by issuing the Duffy Directive and including the IEC as a requirement of federal transportation funding. In Count IV, the States allege that the Defendants' actions violate the APA because the policy of imposing the IEC as a requirement for U.S. DOT funding is arbitrary and capricious in multiple respects. In Count V, the States allege that the Duffy Directive and IEC violate constitutional provisions and principles, including the Spending Clause, in violation of the APA.

The Court has determined based on the record before it at this time, that the States are likely to succeed on the merits of some or all their claims. Defendants' conduct violates the APA because they acted outside of their statutory authority when they issued the Duffy Directive and imposed the IEC categorically across all U.S. DOT grants when Congress appropriated those funds for transportation purposes, not immigration enforcement purposes. *See City of Providence v. Barr*, 954 F.3d 23, 31 (1st Cir. 2020). Congress did not authorize or grant authority to the Secretary of

³ "The Congress shall have Power To lay and collect Taxes, Duties, Imposts and Excises, to pay the Debts and provide for the common Defence and general Welfare of the United States; but all Duties, Imposts and Excises shall be uniform throughout the United States; . . ."

Transportation to impose immigration enforcement conditions on federal dollars specifically appropriated for transportation purposes.

The IEC, backed by the Duffy Directive, is arbitrary and capricious in its scope and lacks specificity in how the States are to cooperate on immigration enforcement in exchange for Congressionally appropriated transportation dollars—grant money that the States rely on to keep their residents safely and efficiently on the road, in the sky, and on the rails.

These conditions violate the Spending Clause as well; the IEC is not at all reasonably related to the transportation funding program grants whose statutorily articulated purposes are for the maintenance and safety of roads, highways, bridges, and development of other transportation projects. The Government does not cite to any plausible connection between cooperating with ICE enforcement and the congressionally approved purposes of the Department of Transportation. Under the Defendants' position, the Executive would be allowed to place any conditions it chose on congressionally appropriated funds, even when it would be entirely unrelated to the Department's purpose. Such is not how the three equal branches of government are allowed to operate under our Constitution.

The Court finds that the record now before it confirms that the States' claims are likely to succeed because the Defendants' actions here violate the Constitution and statutes of the United States. Having found that the States met this key element, the Court now moves on to the remaining three injunction factors.

Irreparable Harm

“District courts have broad discretion to evaluate the irreparability of alleged harm and to make determinations regarding the propriety of injunctive relief.” *K-Mart Corp. v. Oriental Plaza, Inc.*, 875 F.2d 907, 915 (1st Cir. 1989) (quoting *Wagner v. Taylor*, 836 F.2d 566, 575–76 (D.C. Cir. 1987)). There are “relevant guideposts” to guide that discretion—“the plaintiff’s showing must possess some substance” and “the predicted harm and the likelihood of success on the merits must be juxtaposed and weighed in tandem.” *Ross-Simons of Warwick, Inc. v. Baccarat, Inc.*, 102 F.3d 12, 19 (1st Cir. 1996) (citations omitted). The Court finds that the States have demonstrated they will face irreparable and continuing harm if forced to agree to Defendants’ unlawful and unconstitutional immigration conditions imposed in order to receive federal transportation grant funds. *See* ECF No. 49 at 47-52. The States face losing billions of dollars in federal funding, are being put in a position of relinquishing their sovereign right to decide how to use their own police officers, are at risk of losing the trust built between local law enforcement and immigrant communities, and will have to scale back, reconsider, or cancel ongoing transportation projects.⁴ *Id.*

⁴ To try to avoid an injunction, Defendants argue that there is no irreparable harm if the Court were to interpret the Duffy Directive as simply requiring the States to follow federal law, which they should be able to easily do. The problem with that solution is that it would require this Court to interpret the Duffy Directive in a way that both ignores its plain meaning and its obviously broad intention to coerce the States into cooperating with federal immigration enforcement.

Balance of the Equities and Public Interest

The final two preliminary injunction factors—balance of the equities and public interest—“merge when the Government is the opposing party.” *Nken v. Holder*, 556 U.S. 418, 435 (2009). When weighing these factors, the Court “must balance the competing claims of injury and must consider the effect on each party of the granting or withholding of the requested relief ... pay[ing] particular regard for the public consequences” that would result from granting the emergency relief sought. *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 24 (2008) (quotation marks and citations omitted). Here, the two factors weigh strongly in favor of equitable relief.

If Defendants are prevented from conditioning transportation grants on an agreement to cooperate with ICE, they would merely have to consider the applicant’s application and make the awards as usual. On the other hand, if the Court denies the preliminary injunction, the States will be forced to commit their state and local law enforcement (and potentially other state and local actors) to the mission of federal immigration enforcement or sacrifice securing billions of dollars in federal funding that Congress intended to be used for transportation purposes. The fact that the States have shown a likelihood of success on the merits strongly suggests that an injunction would serve the public interest. Moreover, the public interest further favors an injunction because absent such an order, there is a substantial risk that the States and its citizens will face a significant disruption in transportation services jeopardizing ongoing projects, ones in development for which resources have been

expended, and the health and safety of transportation services that are integral to daily life.

In light of the conclusions that Defendants' adoption of the IEC is unconstitutional and/or unlawful because it: (a) violates the APA; (b) is ultra vires; and (c) to the extent that it relies on congressional authority, exceeds Congress's powers under the Spending Clause, the Court GRANTS the Plaintiffs' Motion for a Preliminary Injunction⁵ (ECF No. 41 as amended by ECF No. 49) as to the States and their governmental subdivisions and ORDERS as follows:

1. Defendants are prohibited from implementing or enforcing the Immigration Enforcement Condition as set forth in the Duffy Directive.

2. Defendants are prohibited from withholding or terminating federal funding based on the Immigration Enforcement Condition as set forth in the Duffy Directive absent specific statutory authorization.

3. Defendants are prohibited from taking adverse action against any state entity or local jurisdiction, including barring it from receiving or making it ineligible for federal funding, based on the Immigration Enforcement Condition, absent specific statutory authorization.

4. The Court forbids and enjoins any attempt to implement the Immigration Enforcement Condition, and any actions by the Defendants to implement or enforce the Immigration Enforcement Condition.

⁵ This Order binds Defendants' officers, agents, employees, attorneys, and other persons who are in active concert or participation with anyone described in Rule 65(d)(2)(A) or (B). Fed. R. Civ. P. 65(d)(2).

The Court retains jurisdiction to monitor Defendants' compliance with this Preliminary Injunction Order. The Court will not require that the States post a bond in accordance with Federal Rule of Civil Procedure 65(c). Additionally, because the Court found that the States are likely to succeed on the merits of their claims and that large-scale irreparable harm would occur without the preliminary injunction, the Court DENIES Defendants' request to stay this Order. *See* ECF No. 51 at 42-43.

IT IS SO ORDERED.

s/John J. McConnell, Jr.

John J. McConnell, Jr.
Chief Judge
United States District Court

June 19, 2025



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Michigan

Detroit Airports
District Office:
11677 S Wayne Rd,
Ste 107
Romulus, MI 48174-
1412

July 23, 2025

Mr. Bryan Budds, Director
Michigan Department of Transportation
Office of Aeronautics
2700 Port Lansing Road
Lansing, MI 48906

Dear Mr. Budds:

The Grant Offer for the Infrastructure Investment and Jobs Act (IIJA)) - Airport Infrastructure Grant (AIG) Project No. 3-26-SBGP-209-2025 at Michigan State Block Grant Program is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 15, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Georgina McDonald, (734) 229-2915, georgina.c.mcdonald@faa.gov, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Katherine S. Delaney, Assistant Manager
Detroit Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
AVIATION STATE BLOCK GRANT PROGRAM
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date July 23, 2025

Block Grant Number

Airport Infrastructure Grant
Number 3-26-SBGP-209-2025

Unique Entity Identifier TRR5GXJJ9254

TO: State of Michigan
(herein called the "State")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Infrastructure Grant (AIG) funds for airport planning, development, and noise program implementation projects conforming to Public Law Number (P.L.) (117-58), as permitted under 49 U.S.C. § 47128 at non-primary airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIG Funds for Sponsors of covered airports;

WHEREAS, the State has submitted to the FAA a Block Grant Project Application dated February 13, 2025, for a Grant of Federal funds at or associated Michigan State Block Grant Program Airport, which is a covered airport in Michigan and is included as part of this AIG State Block Grant Agreement (Grant Agreement);

WHEREAS, the FAA has made a Grant Offer and the State has accepted the terms of FAA's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the State Block Grant Project Application to provide AIG Grant funds (herein called the "Grant") to the State for eligible and justified projects (herein called the "Projects") for the following covered airports:

Grand Haven Memorial Airpark (3GM), Grand Haven, MI \$497,915

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) of 2021 (P.L. 117-58); FAA Reauthorization Act of 2024 (P.L. 118-63), and the representations contained in the State Block Grant Project Application for AIG Funds; and in consideration of:

- (a) the State's acceptance of this Offer;
- (b) the State's participation in the SBGP;
- (c) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted, and applied consistent with the FAA Reauthorization Act of 2024; and
- (d) the benefits to accrue to the United States and the public from the accomplishment of the Projects at the covered airports and compliance with the Grant Assurances, terms, and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95)% of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$497,915.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$497,915 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:

a. Period of Performance:

1. Shall start on the date the State formally accepts this Agreement and is the date signed by the last State signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or Budget Periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).
3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Period of Performance defined in this Agreement.

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021, that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
3. All subgrants issued by the State to covered airports under this State Block Grant Agreement shall be subject to the Budget Period defined in this Agreement.

c. Close Out and Termination:

Unless the FAA authorizes a written extension, the State and Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Requirements for Subgrants.** The State must incorporate all Federal contract provisions that apply to a Project funded with AIG funds, including but not limited to the following in all subgrants issued to Sponsors under this State Block Grant and require compliance by the Sponsors of the covered airports included in this State Block Grant Agreement:

- a. The terms and conditions attached to this Grant Agreement, including the Aviation State Block Grant Program Assurances;
 - b. At least one of the following, as applicable:
 1. Assurances: Airport Sponsors (Infrastructure Law), or
 2. Assurances: Non-Airport Sponsors Undertaking Noise Compatibility Program Projects (April 2025), or
 3. Assurances: Planning Agency (April 2025); and
 - c. All information required by 2 CFR § 200.332.
4. **Airport Infrastructure Grant Funds.** \$497,915 of the total maximum obligation identified in Condition No. 1, Maximum Obligation, of this Grant Agreement are apportioned under P.L. 117-58, Division J, Title VIII.
- The State understands and agrees that these funds will be used at the locations and in the amounts listed below for eligible and justified projects as determined by the State's priority rankings, provided the projects are permitted by P.L. 117-58, Division J, Title VIII:
- Non-Primary Development under the State Block Grant Program for the reconstruction of Runway 18/36 (2058' x 60') at the Grand Haven Memorial Airpark (3GM), Grand Haven, MI. Project Amount:
- BGA2025 \$159,000.00
- BGC2025 \$144,000.00
- BGB2025 \$145,000.00
- BGD2025 \$49,915.00
5. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
6. **Indirect Costs – State and Sponsor.** The State may allow a Sponsor to charge indirect costs under this award by applying the indirect cost rate, as approved by a Federal cognizant agency and as identified in the subgrant, to allowable costs for Sponsor direct salaries and wages that are necessary for carrying out the Projects. The State may charge indirect project costs under this Grant by applying the indirect cost rate identified in the State Block Grant application, as accepted by the FAA, to allowable project specific costs for State direct salaries and wages that are necessary for administering a subgrant project.
7. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

8. **Completing the Project without Delay and in Conformance with Requirements.** The State must assure, and must require the Sponsor to assure, that projects are carried out and completed without undue delays and in accordance with this Agreement, IIIA (P.L. 117-58), the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the State agrees, and will require Sponsors agree, to report and request prior approval from the State or FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the stoppage. The State agrees, and will require Sponsors agree, to comply with the attached assurances, which are part of this Agreement. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3(b).
9. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the State.
10. **Offer Expiration Date.** This offer will expire, and the United States will not be obligated to pay any part of the costs of the projects unless this offer has been accepted by the State on or before August 15, 2025, or such subsequent date as may be prescribed in writing by the FAA.
11. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The State and Sponsor must take all steps, including litigation, if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any projects upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The State must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The State and Sponsor, as applicable, must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State and Sponsor, as applicable, must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State and Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
12. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement or subgrants, including, but not limited to, any action taken by a State and Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
13. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the State or Sponsor is exempted from this requirement under 2 CFR § 25.110, the State and Sponsor must maintain the currency of its information in SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update, and will require the Sponsor review and update, the information at least

annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

14. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
15. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA or the State determines that the maximum grant obligation of the United States exceeds the expected needs of the State or Sponsor, as applicable, by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the State unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of funds, issue a letter to the State increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

16. **Environmental Standards.** The State and Sponsor are required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the State or Sponsor fails to comply with this requirement, the FAA or State, as applicable, may suspend, cancel, or terminate this Grant Agreement.
17. **Financial Reporting and Payment Requirements.** The State and Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
18. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the State and Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The State and Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
19. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
20. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;

- c. May be increased by not more than the greater of the following for a land project if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the State or Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIIJA (P.L. 117-58), or other superseding legislation if applicable. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

21. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

22. Suspension or Debarment. The State must:

- a. Immediately disclose to the FAA whenever the State:
 - 1. Learns a Sponsor has entered into a covered transaction with an ineligible entity; or
 - 2. Suspends or debars a contractor, person, or entity.
- b. Include a provision in all subgrants that requires Sponsors entering into "covered transactions", as defined by 2 CFR § 180.200, to:
 - 1. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 - ii. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - iii. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. The State must also insert this clause on suspension or debarment in all subgrants, contracts, and subcontracts that result from this Grant.

23. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and Sponsors are encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The State must insert this clause on banning texting while driving in all subgrants, contracts, and subcontracts that result from this Grant.

24. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

- c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this condition; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. *Provisions applicable to a recipient other than a private entity.*
- a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this Grant:
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with the performance under this Grant; or
 - b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
- a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

- d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions. For purposes of this Grant award, term:*
- a. "Employee" means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
 - b. "Private Entity" means:
 - i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
25. **Exhibit "A" Property Map.** The State and Sponsor will ensure that any airport receiving funding under this Block Grant has a current Exhibit "A" Property Map incorporated by reference or has submitted a current Exhibit "A" Property Map with their request for funding to the State.
26. **Employee Protection from Reprisals.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
27. **Co-Sponsor.** If the State awards a subgrant to an airport with more than one Sponsor, the State will require all the Co-Sponsors to understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
28. **Reporting Subgrants and Executive Compensation.**
- a. State Reporting Requirements of Subgrants.

1. In accordance with the Federal Funding Accountability and Transparency Act (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), the State must report each action that obligates, per 2 CFR § 170.220, \$30,000 or more in Federal funds for a subgrant to a subgrant recipient (subrecipient) unless the State is exempt. More information can be found at 17 CFR § 229.402(c)(2).
 2. The State must report each subgrant to <http://www.fsrs.gov> or the Federal SAM.gov successor system.
 3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. For example, if the subgrant was made on November 7, 2024, the subgrant must be reported by no later than December 31, 2024.
 4. The State must report the information about each obligating action specified in the submission instructions posted at <http://www.fsrs.gov> or the Federal SAM.gov successor system.
- b. State Reporting Total Compensation of State Executives.
1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
 - i. The total Federal funding authorized to date under this grant is \$30,000 or more;
 - ii. In the preceding fiscal year, the State received:
 - a) 80 percent or more of the annual gross revenues from Federal grants, procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - b) \$25,000,000 or more in annual gross revenues from Federal grants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.
 2. The State must report its executive total compensation:
 - i. As part of the State's registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. State Reporting of Subrecipient Executive Total Compensation.
1. Unless the Subrecipient is exempt, the State must report the names and total compensation of each of its subrecipient's five most highly compensated executives for each subrecipient in the preceding completed fiscal year, if:
 - i. In the subrecipient's preceding fiscal year, the subrecipient received:

- a) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320; and
 - b) \$25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act; and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.
- 2. The subrecipient must report subrecipient executive total compensation:
 - i. To the State.
 - ii. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subrecipient must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions. If, in the previous tax year, the State or subrecipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:
 - 1. Subgrants, and
 - 2. The total compensation of the five most highly compensated executives of any subrecipient.
- 29. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The State or Sponsor, as applicable, agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
- 30. **Critical Infrastructure Security and Resilience.** The State or Sponsor, as applicable, acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 31. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000 et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the

FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

32. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein, including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. Chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

<https://www.congress.gov/bill/118th-congress/house-bill/3935/text>

33. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4); and
- b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

34. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

35. **National Airspace System Requirements.**

- a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - 1. additional conditions on the award;
 - 2. consistent with 49 U.S.C. chapter 471, any remedy permitted under 2 CFR 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs; requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - 3. any other remedy legally available.
 - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
36. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025
37. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

38. **Environmental.** The environmental approval for this project was issued on 02/27/2025.
39. **Pavement Maintenance Management Program.** The State and Sponsor agree to implement an effective airport pavement maintenance management program as required by Airport Sponsors Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The State and Sponsor further agree that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. **Information Retrieval System.** The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
40. **Plans and Specifications Approval Based Upon Certification.** The FAA, the State, and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the State's and Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The State and Sponsor understand that:
- a. The State's and Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a State's and Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
 - c. If the FAA determines that the Sponsor has not complied with its certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
41. **Buy American Executive Orders.** The State and Sponsor agree to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
42. **Duffy Plaintiff Special Term.** Pursuant to the court's preliminary injunction order in *State of California v. Duffy*, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

"[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The State's acceptance of this Offer and ratification and adoption of the State Block Grant Project Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the Projects funded under this Grant and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement will become effective upon the State's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated: July 23, 2025

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


Katherine S Delaney (07/23/2023 14:50:46 EDT)

(Signature)

Katherine S Delaney

(Typed Name)

Assistant Manager

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The State does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the State Block Grant Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the State Block Grant Application and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this day of July 23, 2025

State of Michigan

(Name of Sponsor)

Bryan F Budds

Bryan F Budds (07/23/2025 15:30:16 EDT)

(Signature of State's Designated Official Representative)

By: Bryan F Budds

(Typed Name of State's Designated Official Representative)

Title: Aeronautics Director

(Title of State's Designated Official Representative)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF STATE'S ATTORNEY

I, James Shell, acting as Attorney for the State do hereby certify:

That in my opinion the State is empowered to enter into the foregoing State Block Grant Agreement under the laws of the State of Michigan. Further, I have examined the foregoing State Block Grant Agreement and the actions taken by said State and State's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (P.L. 117-58, Division J, Title VIII) of; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for subgrants awarded under this Grant involving projects to be carried out on property not owned by the State or appropriate Sponsor, there are no legal impediments that will prevent full performance by the State or Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the State in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated this day of July 25, 2025

By: James Shell
James Shell (07/25/2025 10:51:07 EDT)
(Signature of State's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AVIATION STATE BLOCK GRANT PROGRAM

General

These assurances are required to be submitted as Part III of the three-part application forms by States applying to participate in the State Block Grant Program under Title 49, United States Code, section 47128, and Title 14, Code of Federal Regulations, Part 156. Participating States shall comply with these assurances in the performance of any grant agreement executed as a result of this application.

1. **Incorporated in Grant Agreement.**

Upon acceptance by the State of the grant offer, these assurances and all assurances, as well as applicable terms and conditions are incorporated in and become part of the Grant Agreement.

2. **Federal Requirements.**

The State agrees to comply with Federal procedural and other standard requirements for administering the block grant.

3. **Program Reporting.**

The State agrees to provide the FAA with such program or project information as the DOT Secretary may require, as described in the Agreement and in compliance with 49 U.S.C. Chapters 471 and 475.

4. **Obligated to Standard Assurances.**

- a. For all projects where the State is the owner of the airport(s), the State shall be obligated to comply with the standard AIP Assurances entitled “Assurances – Airport Sponsors” and “Assurances – Non-airport Sponsors Undertaking Noise Compatibility Program Projects,” as appropriate to the individual project. These standard assurances are attached to and become part of these Assurances – Aviation State Block Grant Program.
- b. For all projects benefiting an airport owner other than the State, the State shall enter into an agreement with the airport owner. The agreement shall obligate the airport owner, or the State, to comply with each of the attached assurances as well as terms and conditions contained in this agreement that would have been applicable to the airport owner had it applied directly to the FAA for a grant to undertake the project. The agreement shall address the transfer and delegation to the airport owner of State obligations to the FAA, if desired. The agreement and changes thereto must be satisfactory to the Administrator of the FAA.

5. **Compliance Responsibilities.**

The State shall take steps to enforce agreements for subgrants with each airport owner benefiting from the State Block Grant Program if noncompliance with the terms of the agreement is evident or presented to the State. This compliance responsibility shall be assumed by the FAA at the termination of the State Block Grant Program, or as otherwise agreed to by the State and the FAA in the current State Block Grant Program Memorandum of Agreement.

6. **Environmental Responsibilities.**

A State that is subject to its own environmental requirements comparable to requirements of the National Environmental Policy Act (NEPA) of 1969 (“NEPA-like,” as defined in regulations issued by the U.S. Council on Environmental Quality (CEQ)) shall follow its own requirements. If the State has no such requirements, it shall follow applicable CEQ regulations.

7. State Resources.

The State assures that sufficient funds will be available for that portion of project costs that are not paid by the United States, and that sufficient qualified personnel will be available to carry out its responsibilities under this Grant in a timely manner satisfactory to the FAA.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}

- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. 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 to 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:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge 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.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all

programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**State of Michigan**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of 2/13/2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and

Application for Federal Assistance SF-424

*1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*2. Type of Application

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:



5a. Federal Entity Identifier:

3-26-SBGP-XXX-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Michigan Department of Transportation

*b. Employer/Taxpayer Identification Number (EIN/TIN):

*c. UEI:

TRR5GXJJ9254

d. Address:

*Street 1: 2700 Port Lansing Road

Street 2:

*City: Lansing

County/Parish:

*State: MI

*Province:

*Country: USA: United States

*Zip / Postal Code 48906-2610

e. Organizational Unit:

Department Name:

Michigan DOT

Division Name:

Office of Aeronautics

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: *First Name: Zach

Middle Name:

*Last Name: Bormet

Suffix:

Title: Project Engineer, MDOT Office of Aeronautics

Organizational Affiliation:

*Telephone Number: 231-262-2163

Fax Number:

*Email: bormetz1@michigan.gov

Application for Federal Assistance SF-424***9. Type of Applicant 1: Select Applicant Type:**

A. State Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

n/a

*Title:

n/a

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):***15. Descriptive Title of Applicant's Project:**

Non-Primary Development under the State Block Grant Program for the reconstruction of Runway 18/36 (2058' x 60'), at the Grand Haven Memorial Airpark (3GM), Grand Haven, MI

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: MI-03

*b. Program/Project: MI-03

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date:

*b. End Date:

18. Estimated Funding (\$):

*a. Federal	\$ 497,915
*b. Applicant	\$ 0
*c. State	\$ 26,207
*d. Local	
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 524,122

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: _____ *First Name: Elyse _____

Middle Name: _____

*Last Name: LowerE1@michigan.gov _____

Suffix: _____

*Title: Project Management Unit Supervisor, MDOT Office of Aeronautics

*Telephone Number: 517-242-8050

Fax Number:

* Email: LowerE1@michigan.gov

*Signature of Authorized Representative:

E-SIGNED by Elyse Lower
on 2025-02-13 14:46:40 EST

*Date Signed:

123

EXHIBIT 1
GRAND HAVEN MEMORIAL AIRPARK
GRAND HAVEN, MICHIGAN

Project No. 3-26-0038-xxx25
 Job No. 211389
BIL AIG

2/5/2025

	Eligibility	Federal	State	Local	Total	Job Number
CONSTRUCTION (CON)		\$ 497,915.00	\$ 26,207.00	\$ -	\$ 524,122.00	
Reconstruct Runway-18/36-CON	95%	\$ 456,590.00	\$ 24,032.00	\$ -	\$ 480,622.00	211389
Reconstruct Runway-18/36-CA	95%	\$ 41,325.00	\$ 2,175.00	\$ -	\$ 43,500.00	211389

TOTAL PROJECT BUDGET		Federal	State	Local	Total
211389		\$ 497,915.00	\$ 26,207.00	\$ -	\$ 524,122.00
		\$ 497,915.00	\$ 26,207.00	\$ -	\$ 524,122.00
TOTAL PROJECT PERCENTAGE		95.00%	5.00%	0.00%	100.00%
211389		95.00%	5.00%	0.00%	100.00%

Federal Billing Break down: JN 211389
 Bill 1

\$ 497,915.00 TBD

Bid Date & Type:

1/28/2025 Local

Performance End Date:

TBD TBD

MAC Approval:

3/19/2025

INITIATOR:

ZB

QA:

EL

**CONCEPT (PROJECT) NARRATIVE AND JUSTIFICATION SHEET FOR
AIRPORT CAPITAL IMPROVEMENT PROGRAM (ACIP)**

Airport and Associated City Grand Haven Memorial Airpark		
Concept(s) Description Reconstruct Runway 18/36 (2058' x 60')		
Concept(s) Narrative/Justification (see guidance on preparing your project's justification) 114539 sft, Pavements were constructed in 1998. The existing longitudinal joints from the paving lanes are pulling apart. Sealant in these joints is separating after only 12 months. Existing HMA pavement will be pulverized and 3" of new HMA placed. MDOT Road mix will be used since traffic on this runway is under 30,000 lbs. Runway PCI was 57 2023. PCI is forecast to be 53 in 2025.		
PCI Information for pavement rehabilitation projects		
Section RW1836GR	Date of PCI Survey Nov 2023	PCI Rating 57
Section	Date of PCI Survey	PCI Rating
Section	Date of PCI Survey	PCI Rating
ALP Verification (Date of approved ALP and applicable sheet number(s) where proposed project is located)		
Verify Project is on ALP <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	Date of Original FAA Approved ALP 2014	Sheet Number(s) 3
Date(s) of Approved Update(s)		
Comments		

ALP Note: If not on Airport Layout Plan (ALP), project cannot be programmed until the proposed development, if applicable, is on an approved ALP.

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).



CITY OF GRAND HAVEN

Finance Department

519 Washington Avenue

Grand Haven, MI 49417

Phone: (616) 847-4893

TO: Ashley Latsch, City Manager

FROM: Emily Greene, Finance Director EG

DATE: September 4, 2025

SUBJECT: Northwest Ottawa Recreation Authority Administrative Services Agreement

The City of Grand Haven has been providing administrative services to Northwest Ottawa Recreation Authority (NORA) since April 2019. At that time, the City and NORA entered into an agreement to provide these services for one year with the option to renew additional three-year terms.

NORA wishes to continue this arrangement with the City providing the services described in the attached Administrative Services Agreement. The NORA Board received this Agreement to review and voted to approve it at their Board meeting on August 28, 2025.

We are asking City Council to approve the Administrative Services Agreement so the City can continue offering the support and services to NORA.

NORTHWEST OTTAWA RECREATION AUTHORITY ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made as of _____ July 1 _____, 2025, between the Northwest Ottawa Recreation Authority, a Michigan authority located in Ottawa County, Michigan, the principal address of which is 1415 South Beechtree Street, Grand Haven, Michigan 49417 ("NORA"); and the City of Grand Haven, a Michigan municipal corporation, the principal address of which is 519 Washington Street, Grand Haven, Michigan 49417 (the "City").

RECITALS

- A. NORA was created to implement recreational opportunities from its principal address at 1415 South Beechtree Street, Grand Haven (the "Office") within the legal boundaries of the participating political subdivisions, including those services and activities listed in Exhibit A; and
- B. The City will perform certain administrative, financial, and human resources services, as described below ("Administrative Services"); and
- C. NORA desires for the City to provide the Administrative Services according to the terms and conditions of this Agreement, which is intended to supersede and replace all other agreements and understandings (verbal or written) between the parties.

TERMS AND CONDITIONS

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

- 1. **City Duties and Obligations.** The City shall, using appropriately qualified, trained, and competent City employees who have any required certification, license, registration, or other approval, provide NORA staff Administrative Services, which are more particularly described as:

- (a) **List of Administrative Services.** The Administrative Services provided by the City with City staff consists of the following:

- 1) Human Resources & Personnel Matters:

- Consult and assist on general HR matters, including background checks, evaluations, performance issues and disciplinary actions, dispute resolution, terminations
- Support recruiting and hiring employees
- Health care benefits administration based on ability of NORA to pay such benefits
- Employee assistance program for management advice and family personal impacts on job performance
- Fair Labor Standards Act, EEO and ADA compliance

2) Accounting & Finance:

- Process accounts payable payments (including Arbiter Pay or similar to coaches and referees) and accounts receivable receipts within the internal control guidelines established
- Perform monthly bank account reconciliations
- Provide monthly unaudited financial statements and reports
- Assist with annual financial budget development
- Work with auditors on year-end audit
- Maintain General Ledger
- File required annual reports

3) Payroll & Benefits:

- Administer payroll and benefits:
 - Manage process for employee pay and benefit changes
 - Process biweekly payroll for employees
 - Pay and report payroll taxes, withholdings and benefits
 - Report to tax and regulatory agencies
 - Maintain records relating to compensation and benefits
- Prepare W-2s and other required annual reports
- Submit all required payroll monthly, quarterly and annual reports

4) Additional or revised services as the parties may subsequently agree, in writing and signed by both parties.

- (b) **Manner of Service.** Except as otherwise provided in this Agreement, the City shall have full responsibility and discretion for the promulgation and administration of policies relating to City Administrative Services provided.

Administrative Services responsibility shall not include developing, maintaining, or reporting on any Federal or State-required or other agency-required forms or the timing of same or operational recreation services as defined below. These functions are solely the responsibility of NORA and its staff. This Agreement is intended to create a coordinated and cooperative support relationship between NORA and City staff.

2. **Authority.**

- (a) The NORA Coordinator shall have full responsibility and discretion for day-to-day operations of NORA subject to NORA's policies. Any decisions in regard to policy shall be subject to the discretionary review and approval of the NORA Board.
- (b) The City assumes no responsibility for the provision of recreation services. The City's work is in certain administrative support.

3. **Expenditures.** The NORA staff shall have the authority to purchase necessary materials and supplies in accordance with the purchasing restrictions and policies of the City and to proceed with budgeted capital expenditures or improvements for the facilities, provided the total cost for any one (1) expenditure or improvement does not exceed the then-current limit for such expenditures established by the City and as further limited by applicable City policies. No such expenditures in excess of such amounts shall be undertaken or paid by the City unless and until appropriately approved by the NORA Board, *e.g.* by approval of the budget or by other resolution. If a meeting of the NORA Board is not scheduled when timely approval is required, such approval may come from the verbal concurrence of the NORA Coordinator, with the NORA Coordinator reporting on such approval at the next scheduled meeting of the Board.
4. **Charges.** NORA shall pay the City as follows for the services provided by the City pursuant to this Agreement.
 - (a) **Charges for Administrative Services.**
 - 1) For Administrative Services during the first fiscal year (FY2025/26) of this Agreement, NORA shall pay the City the amount of \$21,987 (as calculated on the City's Administrative Fee Calculation spreadsheet). Then beginning in FY2026/27, the Administrative Services fee will be 2.50% greater than the prior year fee (or \$22,537). The fee will continue to increase each year and be 2.50% greater than the prior year fee. (The FY2027/28 fee will be \$23,100.) These charges will be invoiced and should be paid each month.
 - 2) For services provided by outside vendors not directed or coordinated by the City, NORA assumes all responsibility for payment to those vendors. Likewise, the City shall not charge fees for services not provided by the City, unless fees are for reimbursements due to the City.
 - (b) **Fiscal Year for Auditors** is July 1- June 30 for both NORA and the City. Fees for all required audit services shall be paid by NORA.
5. **Billing and Payment.** As administrator of NORA's accounts payable and accounts receivable, the City shall invoice NORA's charges and costs monthly and make or apply payments in a timely manner. Payments not received within sixty (60) days of receipt of invoice shall incur a five percent (5%) late fee.
6. **Term.** The term of this Agreement shall begin July 1, 2025, and shall be automatically renewed each year for an additional one (1) year term unless the City or NORA gives written notice of termination of this Agreement to the other party on or before December 31 of the Agreement year or until either party terminates this Agreement as stated in Section 12. (Termination of Agreement) of this Agreement.

7. **Authority Insurance.** NORA shall obtain and maintain public liability and property damage insurance to all facilities used which shall insure against any damage or injury to property or person arising out of the use, occupancy, management, operation, maintenance and repair of the facilities by employees of NORA or the City in providing recreational services. Such insurance shall name the City, including its officers and employees, as an additional insured. Such insurance against damage to property shall be in amounts of not less than Five Hundred Thousand and no/100 (\$500,000.00) dollars, and bodily injury (including death) in the amount of Five Hundred Thousand and no/100 (\$500,000.00) dollars for injury to one person, One Million and no/100 (\$1,000,000.00) dollars for injury to more than one (1) person in one (1) accident or occurrence, and Four Million and no/100 (\$4,000,000.00) dollars for excess general liability insurance.
8. **Indemnification.** To the extent permitted by law, NORA and the City agree to indemnify, defend, and hold harmless each other, their officials, officers, board members, employees, and agents from and against any liability, claim, or cause of action (the "Claims") relating to this Agreement. Notwithstanding, this indemnification shall not extend to Claims relating to the sole negligence of a party, their officials, directors, employees, and agents. If a joint judgment is entered by any court or tribunal against the City, its officials, directors, employees, and agents (collectively referred to as the "City Indemnified Parties") and NORA, its officials, directors, employees, and agents (collectively referred to as the "NORA Indemnified Parties"), allocation of the loss under such judgment to the City Indemnified Parties and the NORA Indemnified Parties shall be limited to the percentage of negligence or fault of one party (or its officials, officers, board members, employees, or agents) and to the percentage of negligence or fault of the other party (or its officials, officers, board members, employees, or agents) in causing the injuries or damage for which the judgment was entered. The indemnification shall apply to the portion of such judgment attributable on a comparative basis to the negligence or fault of the City Indemnified Parties or the negligence or fault of the NORA Indemnified Parties in causing such injuries or damage and shall apply to attorney fees or other costs of defense incurred by the parties. This paragraph shall not be deemed to constitute a waiver of governmental immunity or any other defense or immunity which may be available to the City or NORA in defense of such claim, action, or liability.
9. **Independent Contractor.** The City and NORA acknowledge that the City is acting as an independent contractor pursuant to this Agreement. This Agreement shall not be construed as a joint venture between the City and NORA.

- 10. Default and Remedies.** In the event of failure by any party to this Agreement to perform its obligations under this Agreement that cannot be resolved in the normal course of business, the dispute shall be submitted to facilitative mediation under the then-current mediation rules and procedures of the Michigan Business Mediation Program. The parties shall engage in a good-faith effort to settle the dispute as a condition precedent to the institution of arbitration, litigation, or other binding adjudication. The mediation will be confidential. Unless agreed among the parties or required to do so by law, the parties and the mediator will not disclose to any person who is not associated with participants in the process any information regarding the contents, settlement terms, or outcome of the proceeding. If the dispute is not resolved by mediation within sixty (60) days, an aggrieved party may seek such remedies as shall be available to it at law or in equity, including an action for mandamus. Prior to any party seeking to enforce the terms of this Agreement, thirty (30) days' notice of any default shall be given to the defaulting party with the opportunity to cure such default during the notice period. The prevailing party shall be entitled to all reasonable costs and expenses, including attorney fees, incurred in enforcing the obligation of any other party under this Agreement. A "prevailing party" is defined according to Michigan Court Rule 2.625(B) as amended.
- 11. Force Majeure.** In no event shall the City be liable to NORA for failure by the City to perform any of its obligations under this Agreement because of force majeure. As used in the preceding sentence, the term "force majeure" means any cause beyond the reasonable control of the City, and which by reasonable efforts the City is unable to overcome, including, without limitation: acts of God; strikes; lockouts or other industrial disturbances; lack of funding for transportation services by Federal or State authorities; acts of public enemies; orders or the absence of necessary orders and permits of any kind, from the government of the United States or from the State of Michigan or any of their departments, agencies, or officials or from any civil or military authority; insurrections; riots; terrorist attacks; delays in transportation, equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; unrest; war; civil disturbances; explosions; breakage or accident to machinery, equipment; breach of contract by any supplier, contractor, subcontractor, laborer or materialmen; or any other similar or dissimilar cause or event not reasonably within the control of the City. In the event of any such force majeure, the City shall exercise reasonable efforts to remove such force majeure with reasonable dispatch and resume services for NORA.
- 12. Termination of Agreement.** Either party may terminate this Agreement effective two (2) months after a party sends a written notice to the other party. Upon the termination of this Agreement, the City shall continue to assist NORA with contracted services in the ordinary course of business without incurring other than essential operational costs. Each of the parties shall pay such monies and costs required to be paid. The City may charge reasonable demobilization costs and expenses to NORA incurred by the City. "Demobilization expenses" are defined as including public notification and awareness expenses, contract modification costs, computer costs and professional fees.

13. Miscellaneous. This Agreement may not be modified or amended except in writing, signed by both parties. This Agreement may not be assigned without the consent of both parties. This Agreement shall inure to the benefit of and be binding upon the parties and their successors. The representations and covenants herein contained shall survive the execution of this Agreement. All notices shall be in writing and sent by certified mail addressed to the respective parties at their addressees stated on Page 1 of this Agreement or such other address or addresses as may be specified from time to time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Northwest Ottawa Recreation Authority

City of Grand Haven

By: _____
William Montgomery, Chair

By: _____
Robert Monetza, City Mayor

By: _____
Rebecca Hopp, Vice Chair

By: _____
Maria Boersma, City Clerk

Exhibit A

NORA Services & Activities

The Northwest Ottawa Recreation Authority (NORA) was established in 2009 under Public Act 321 of 2000 (MCL 123.1131 et seq.) and is the primary provider of public recreation services within the City of Grand Haven, City of Ferrysburg, Grand Haven Charter Township, Robinson Township (not a member unit but contribute), and a small northern portion of Port Sheldon Township (not a member unit but contribute). The Grand Haven Area Public Schools is also a supporting entity through the use of school facilities, office space and technology. Funding for the Authority is provided by member communities, revenues generated from programs, various grants, sponsorships, and donations. Member agencies also provide park athletic facilities for use by the NORA programs.

Services provided include, but are not limited to:

Adult and youth sports leagues, clinics and camps (volleyball, basketball, softball, kickball, pickleball, baseball, soccer, dodgeball, lacrosse, tennis, track, cross country, Taekwondo, etc.), boater safety certification, performing arts, outdoor recreation (archery, kayaking, geocaching, fishing, hiking, etc.), and Recreation Summer School.

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



MEMORANDUM

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

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

Board or Commission Recommendation-

Staff Review Date-

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

P/R 9/3
CC 9/15

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.

EVENT SUMMARY

EVENT NAME: 5 ALARM CHILI COOKOFF
EVENT DATE(S): OCTOBER 11th 2025

START TIME: 9:00 AM END TIME: 5:00 PM SET UP TIME: 8:00 AM TEAR DOWN COMPLETED BY: 6:00 PM

EVENT LOCATION(S): LYNN SHERWOOD WATERFRONT STADIUM

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: RESTORATION EARTH (PRIMARY) AND TOTAL FIRE PROTECTION / OPD SIDE ALES
ORGANIZATION ADDRESS: P.O. Box 275 SAUGATUCK MI, 49453
RESPONSIBLE PARTY NAME: MICAH DICKINSON
RESPONSIBLE PARTY ADDRESS: 11628 HORSESHOE CT. GRAND HAVEN MI 49417
APPLICANT PHONE: 616-299-6909 EMAIL: micah@restoration-earth.org
EVENT DAY CONTACT (NAME/PHONE): MICAH DICKINSON 616-299-6909

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.

ATTACHED

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 checked="" type="checkbox"/> Stadium Fencing, \$800-\$4400 |
| <input type="checkbox"/> Barricades, \$3-\$15 (# and type determined by Public Safety) | <input 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 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? 11 # of ADA units? 1

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 _____

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 CHILI

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? 1 Total Size 1,400 sq/ft

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.

APPROVED BY F.M.

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?

RESTORATION EARTH

Contact Name: MICHAEL DICKINSON

Phone Number: 616-277-6909

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: TO BE SUBMITTED BY 9/20/2025
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.

To Be Completed by Applicant

- ☒ Resident/Non-Profit Application Fee, \$100
- ☒ Non-Resident/Profit Application Fee, \$150
- ☒ Park Permit Application, \$35
- ☐ Duncan Park Application, \$25

City of Grand Haven Resident and Non-Profit Discount

- Residents and non-profits within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees.
- Non-profits outside the COGH are eligible for up to \$250 in discounted fees.
- Discounts only apply to facility, park, and public space rental fees (not incidental costs).
- Discounts are subject to approval and current special event policy.

I am requesting the maximum allowable discount (Initial Here): _____

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.

Signature

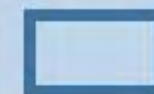
Date

5 Alarm Chili Cook Off

Lynn Sherwood Waterfront Stadium

October 11, 2025 9:00 am - 6:00 pm

Layout



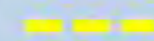
20 x 70' Tent



Odd Side Bar Tent



Lot Closure



Fencing



Entrances/Exits

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



MEMORANDUM

TO: Ashley Latsch- City Manager

CC: Dana Kollwehr- Assistant City Manager

FROM: Brian Jarosz- Waterfront and Events Manager

DATE: 09/05/2025

SUBJECT: New Event for City Council - Community Cares Cancer Walk

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

The Community Cares Cancer Walk, organized by Bluebird Cancer Retreats, is an event aimed at raising awareness and support for individuals affected by cancer. Scheduled for October 4, 2025, the walk will begin at Waterfront Stadium and follow the walking route along the boardwalk to the pier and back. The event is designed to be inclusive and accessible, encouraging broad participation from the community. A registration tent will be set up for check-in, t-shirt distribution, and medal collection, and Kenzie's B coffee cart is expected to be on-site to provide refreshments. The walk will run from 9 AM to 12 PM, with setup beginning at 7 AM and teardown completed by 1 PM.

Board or Commission Recommendation- Parks and Rec

Staff Review Date- 09/03/2025

DATES: 10/04/2025
SET UP TIME: 7:00 am
START TIME: 9:00 am
END TIME: 12:00 pm
TEAR DOWN TIME: 1:00 pm

PUBLIC SPACES REQUESTED
LSWS
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.

EVENT SUMMARY

EVENT NAME: _____

EVENT DATE(S): _____

START TIME: END TIME: SET UP TIME: TEAR DOWN COMPLETED BY:

EVENT LOCATION(S): _____

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: _____

RESPONSIBLE PARTY ADDRESS: _____

APPLICANT PHONE: _____ EMAIL: _____

EVENT DAY CONTACT (NAME/PHONE): _____

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.

EVENT DETAILS & LOGISTICS CONTINUED

Department of Public Works Services (Check all that apply)

<input type="checkbox"/> Banners, \$125-\$350	<input 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 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 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 _____

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?

Contact Name: _____ Phone Number: _____

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:

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- **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.

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

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.

-----	-----
Signature	Date

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: 09/05/2025

SUBJECT: New Event for City Council - Odd Side Ales Halloween Party- Parking

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

Odd Side Ales will be having a band performing on October 31st 2025 for a Halloween show. They are requesting use of the three parallel parking spots on the West side of 1st Street between Washington and Columbus. The band playing their event requires the spots for a van and trailer. The band is to arrive early on October 31st for set up and will be concluding late in the evening.

Oddside was granted a similar request in March 2025.

Board or Commission Recommendation- Staff Review

Staff Review Date- 07/30/2025

DATES: 10/31/25
SET UP TIME: 6:00 am
START TIME: 6:00 am
END TIME: 11:59 pm
TEAR DOWN TIME: 11:59 pm

PUBLIC SPACES REQUESTED
Parking Spots on 1st Street
PUBLIC SERVICES REQUESTED
None

Porto Bello
Italian



Columbus Ave

N 1st St

harbourfront place



Odd Side Ales
Recently viewed



N 1st St

148

Google

Attachment B

CITY OF GRAND HAVEN

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollwehr, Assistant City Manager *DK*

DATE: September 11, 2025

SUBJECT: 224 Washington - Obsolete Property Rehabilitation District

The City is being asked to initiate the process to establish an Obsolete Property Rehabilitation District (District) under the Obsolete Property Rehabilitation Act (OPRA; PA 146 of 2000) for the property located at 224 Washington, commonly known as the Grand Haven Jewelry building. By establishing the District, the property owner is eligible to apply for a tax abatement, which would freeze the taxable value for up to 12 years, incentivizing the property owner to reinvest in an obsolete property. Further, if requested by the Developer, the State Treasurer may reduce school taxes by half for up to 6 years.

The project will involve rehabilitating the existing building, creating seven upper-story residential units, and establishing several ground-floor commercial spaces. The façade will also undergo significant improvements. Three of the residential units will be rented at or below 100% of Area Median Income (AMI) for 15 years, aligning with the State's definition of attainable housing. Additionally, with the rehabilitated commercial space, the property owner expects to see the creation of new jobs.

This project supports the City's Master Plan goal of offering a variety of housing options for all residents across the City and aligns with the City's aim to consider alternative incentives for development that include a percentage of affordable housing units.

Council is being asked to establish the District by making a finding that "it is an obsolete property in an area characterized by obsolete commercial property or commercial housing property (from Sec. 3(1)a of the OPRA). If approved, the OPRA certificate requested by the property owner will be considered by the City Council in October. Background information regarding the future certificate is enclosed, which may be helpful to the City Council before establishing the District.

The total incentive requested through this program is \$232,312.00 for 12 years. The developer is also seeking Brownfield Housing Tax Increment Financing (TIF) reimbursement and State of Michigan grant funding.

While Council is not being asked to approve the OPRA certificate at this time, as part of the review and approval process, a third-party financial reviewer examined the application for the OPRA, and a report was issued to the City of Grand Haven. The report concluded that "but for" the incentives, the project would not be feasible and recommended approval of the Brownfield Housing TIF reimbursement and OPRA abatement.

May 28, 2025

Ms. Maria Boersma
City Clerk
City of Grand Haven
519 Washington Avenue
Grand Haven, MI 49417

Re: **Obsolete Property Rehabilitation Act (OPRA) District Designation Request
for the Proposed 224 Washington Ave Project**

Dear Ms. Boersma:

On behalf of my client, 224 Washington LLC, a Michigan limited liability company, we request that, pursuant to Obsolete Property Rehabilitation Act, Act 146 of the Public Acts of Michigan of 2000, as amended, MCL 125.2781(1), an OPRA designation be awarded to the area identified in the attached map for the property located at 224 Washington Ave.

Thank you for your time and consideration of this request. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

Very truly yours,

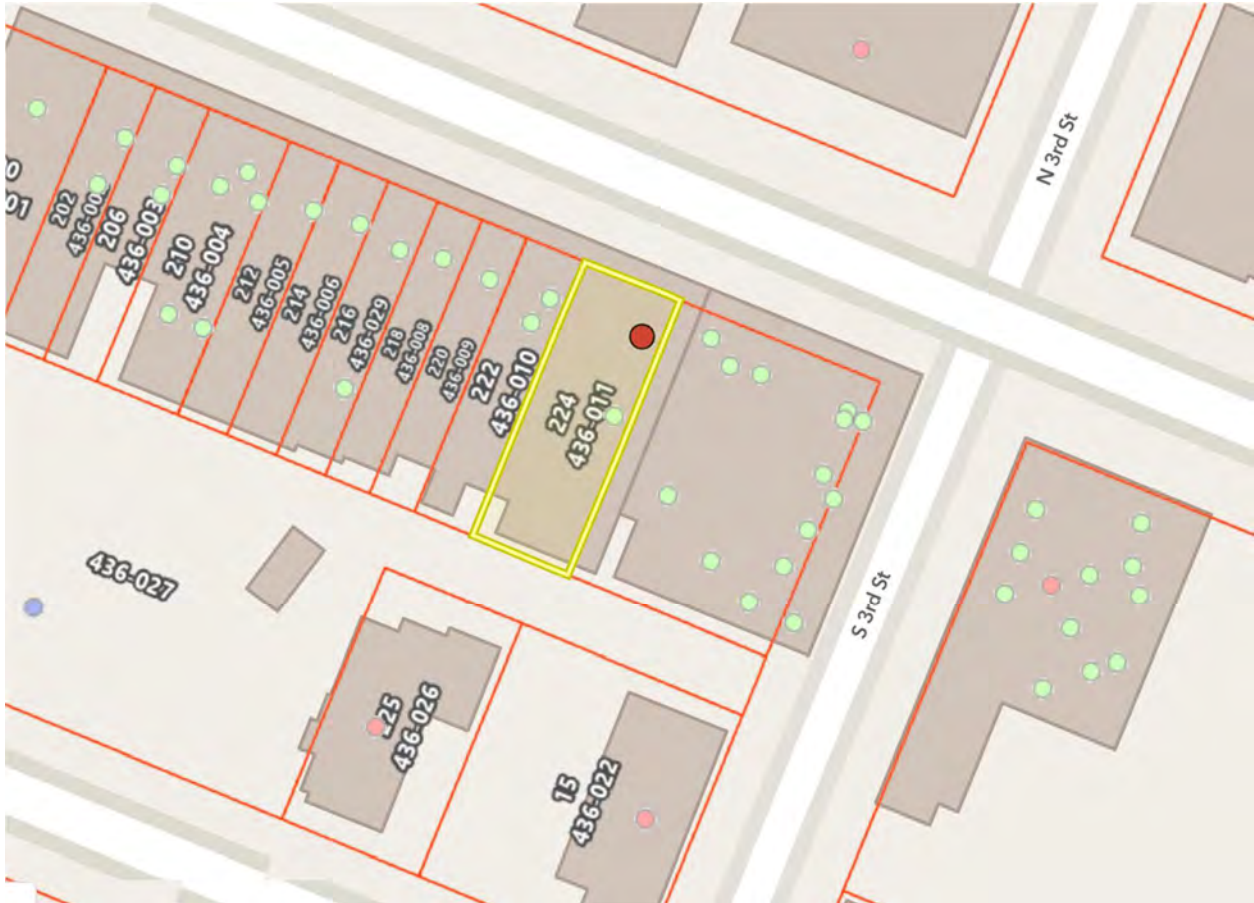


Jared T. Belka

Enclosures
32169874-2

cc: Dana Kollwehr (*via e-mail*)
Kyle Doyon (*via e-mail*)
George Holmes (*via e-mail*)

PROPOSED DISTRICT



Property Description:

Property Address: 224 Washington Avenue, Grand Haven, MI

Tax Parcel No.: 70-03-20-436-011

Legal Description: W 43 FT OF N 58 FT LOT 243 & W 43 FT LOT 244 ORIGINAL PLAT



Warner Norcross + Judd LLP

May 28, 2025

Ms. Maria Boersma
City Clerk
City of Grand Haven
519 Washington Avenue
Grand Haven, MI 49417

Re: **Act 146 Obsolete Property Rehabilitation Act (OPRA) Applications for the
224 Washington Ave Redevelopment Project**

Dear Ms. Boersma:

I am writing on behalf of my client, 224 Washington LLC, to request approval consideration for the attached Act 146 OPRA Application for the proposed improvements on property located at 224 Washington Avenue, Grand Haven, MI. Enclosed is a copy of the application for review and consideration.

Thank you for your time and consideration of this request. If I can provide any additional information or be of assistance, please do not hesitate to contact me directly at (616) 752-2447.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jared T. Belka", with a long horizontal flourish extending to the right.

Jared T. Belka

Enclosures
32169455-2

cc: Dana Kollwehr (*via e-mail*)
Kyle Doyon (*via e-mail*)
George Holmes (*via e-mail*)

Jared T. Belka | Partner

D 616.752.2447

E jbelka@wnj.com

1500 Warner Building, 150 Ottawa Avenue, N.W.

Grand Rapids, MI 49503

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility)		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code)		
Location of obsolete facility (Number and Street, City, State, ZIP Code)		
City, Township, Village (indicate which)		County
Date of Commencement of Rehabilitation (mm/dd/yyyy)	Planned date of Completion of Rehabilitation (mm/dd/yyyy)	School District where facility is located (include school code)
Estimated Cost of Rehabilitation		Number of years exemption requested
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input type="checkbox"/> Revitalize urban areas
<input type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____		
<input type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents)	Telephone Number	Fax Number
Mailing Address	E-mail Address	
Signature of Company Officer (no authorized agents)	Title	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received
-----------	---------------------------

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
--------------------	---------------	-----------

LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date

☐ Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years)

☐ Denied

Date District Established

LUCI Code

School Code

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit.

A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.

A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.

A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.

A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.

A statement that the applicant is not delinquent in any taxes related to the facility.

If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.

A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.

A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.

A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.

A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.

A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.

A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.

PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)

Building Taxable Value

Building State Equalized Value

\$

\$

Name of Government Unit

Date of Action Application

Date of Statement of Obsolescence

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.

Name of Clerk

Telephone Number

Clerk Mailing Address

Mailing Address

Telephone Number

Fax Number

E-mail Address

Clerk Signature

Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

PROPERTY LEGAL DESCRIPTION

Address: 224 Washington Avenue

PIN#: 70-03-20-436-011

Parcel Size: 0.122 Acres

Legal: W 43 FT OF N 58 FT LOT 243 & W 43 FT LOT 244 ORIGINAL PLAT

OPRA ATTACHMENT RESPONSES FOR 224 WASHINGTON AVE

(a). General description of obsolete facility:

Jared Yax, of the Grand Haven Museum noted that 224 and 226 Washington have seen a lot of activity over the years, including a massive hotel with one of the first steam elevators in the region. 224 Washington through the end of the block at 3rd Street was home to the first Cutler House, which flourished until the fire of 1889. It was rebuilt with a smaller footprint (10,528 SF) and has been home to a dry goods store (224 Washington; 1878-1914), Kroger Grocery & Baking (224 Washington; 1930-1948), Van Lopic's Central Clothing Store (224 Washington; 1914-1930), Western Union, The American Legion and the National Bank (226 Washington; 1871-1889 when destroyed by fire) throughout the years. Grand Haven Jewelry, begun by Gerald Pitcher in 1949 at 115 Washington, moved to 226 Washington around 1960, and eventually took over the space at 224 Washington as well. Pitcher's son Steve helped run the Grand Haven store, while another son, Dan, ran Pitcher's Jewelry Store in Greenville. There also was a Pitcher Jewelry Store at 218 West Savidge in Spring Lake. Pitcher's son-in-law, Rich Bol, joined the family operation in the mid-1970s. The Grand Haven store closed permanently in 2017, causing the end of an era and a perfect time to bring new life to this beautiful property. The property has remained vacant since that time.

(b). General description of the proposed use of the rehabilitated facility:

The building is both vacant and dilapidated. It consists of a basement, main floor, and second floor. For many years, it served as the "Grand Haven Jewelry Building", which spanned the entire main floor (approx. 5,000 square feet). Upon receipt of the building, every room, attic space, and storage space (including the basement) were left with significant amounts of debris, furniture, and clutter that took months to sort through, sell, and/or donate. Although the building itself has "good bones", for the most part, it is currently suffering a significant roof leak that has potential to set us back in our work and budget. The building is otherwise structurally intact, featuring lofty 15-foot ceilings and hardwood floors. These details are worn and require significant rehab but will make for a beautiful space upon completion. The floors throughout the main and second floor are significantly uneven and worn, the walls were dilapidated, the bathrooms were shattered beyond repair, the railing to what was a mezzanine for the main floor were not trustworthy, and the main floor itself was divided into a maze of non-functional rooms, to the extent that one could easily become disoriented inside the 5,000 square foot space during the first few walk-throughs. To access the second floor (at present state) one proceeds up a dilapidated staircase, accessed from the sidewalk at the front of the building. The second floor was commercially zoned at last occupancy but since has been rezoned to residential use. The second-floor spans approximately 5,000 square feet and consisted of several office spaces. These spaces will be converted into seven (7) 1–2-bedroom rental units ranging in size from approximately 534 square feet to 777 square feet. The lofted ceilings will give these units a light, airy feel. Because this is a downtown building, it is a challenge to work natural light into rental units located in the middle of the 2nd floor floorplan. To overcome

this challenge, skylights will be installed throughout the second floor, making it a unique, light, bright, and affordable place to live. The building will be handicap accessible for the first time in its history. Residential occupants will have the option to access their unit by either staircase or elevator. The elevator also provides commercial and residential occupants access to available storage units, which will be located in the 5,000 square foot basement. The elevator, staircase, and public restrooms will be located in the back half of the main floor.

(c). Description of the general nature and extent of the rehabilitation to be undertaken:

The building is currently vacant. Rehabilitation will include complete rehabilitation of the existing building for its proposed reuse, including new walls, mechanicals, flooring, stairways, fixtures, roof repair and interior build-out to support the proposed mixed-use development.

(d). Descriptive list of fixed building equipment that will be part of the rehabilitated facility:

Mechanical, plumbing and electrical.

(e). A time schedule for undertaking and completing the rehabilitation of the facility:

The project will begin in the summer/fall of 2025 and is expected to be completed approximately 12 months later.

(f). A statement of the economic advantages expected from the exemption:

The project will fully reactivate the existing long-standing vacant building in downtown Grand Haven. The project will bring mixed-use to the site and provide new residential and commercial space to downtown. The project will support temporary construction jobs and long-term commercial positions, and the exemption will allow the project to defray some of the annual operating expenses associated with the increased taxes as a result of the proposed project. The exemption will allow the development team to complete this successful project, and the increased tax revenues will support the taxing jurisdictions in the long-run. Without the exemption benefit, the project would not be economically feasible and would not take place.



224 Washington Ave

Project Information Review

For Use By: City of Grand Haven



SECTION 1

Project Overview

Executive Summary

SCOPE

The City of Grand Haven (“Grand Haven”) engaged Plante Moran Realpoint (“PMR”) to provide third-party support for an application by 224 Washington LLC (the “Sponsor”). The application seeks \$1,017,394 in Michigan Economic Development Corporation (MEDC) grant funding to assist with the construction and rehabilitation of the property. Additionally, the application requests \$202,909 in tax incremental revenue over a 15-year period through the Brownfield Rehabilitation program, and \$232,312 in total valued property tax abatement through the Obsolete Property Rehabilitation Act (OPRA) tax exemption for 12 years. PMR reviewed the following items provided by the Sponsor:

1. Pro forma including key assumptions and cash flows
2. Project plans, narrative, site plans, and programming
3. Available due diligence studies

METHODOLOGY

1

PMR generated conservative and optimistic scenarios to stress the Sponsor pro forma and understand the impact of any variances in project assumptions

2

Relevant market data was collected to understand key assumptions such as contributed land value, rental rates, and other assumptions driving the Sponsor underwriting

3

Based on PMR’s high-level review of the developer-provided budget and pro forma financials, a “but for” methodology is used to determine the need for the requested incentive

FINDINGS

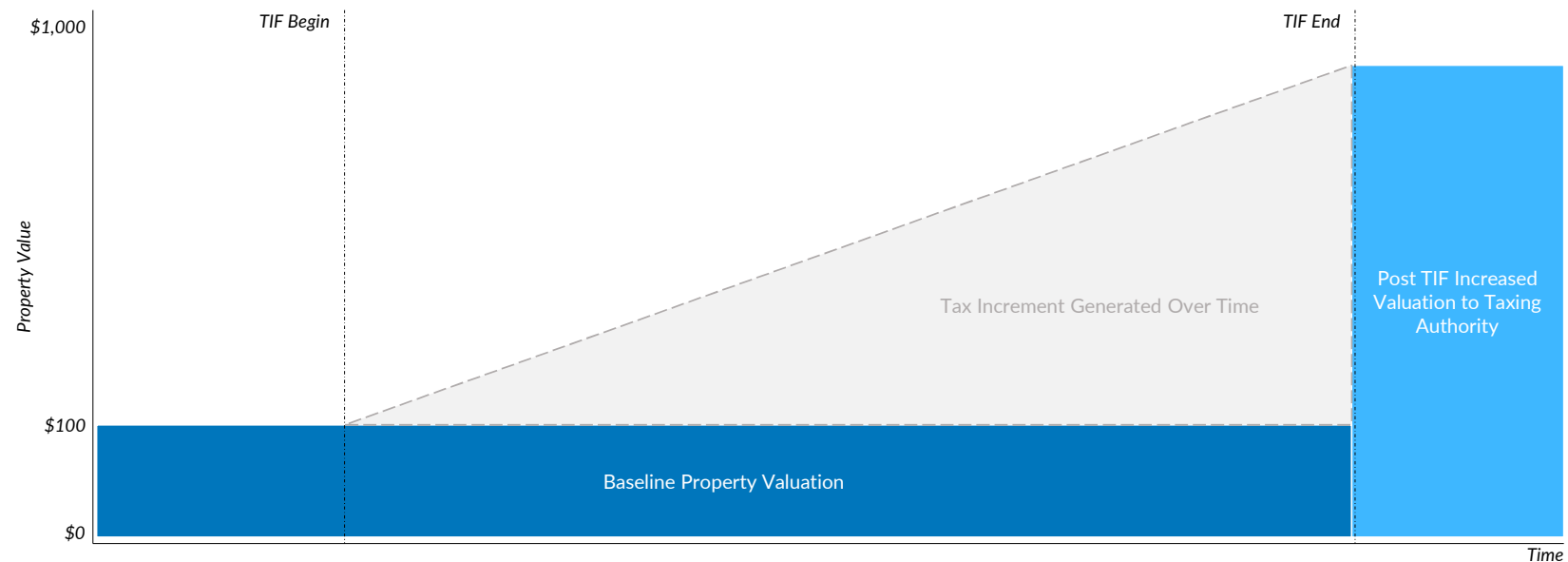
Based on PMR’s high-level review of the developer-provided budget and pro forma financials, but-for the city loan and tax abatement, Sponsor returns may be insufficient to undertake the proposed redevelopment without incentives. Given the goals of the City of Grand Haven and the financial model proposed by the Sponsor, some modifications for consideration are detailed below:

1. Parking Control Risk
 - The Sponsor explained that the project will have no on-site parking and instead will utilize public parking
 - A city parking lot is located behind the project and the tenants are expected to purchase parking passes for that lot if desired
 - The Sponsor does not control this parking, either short or long-term, and could lose this amenity, challenging the ability of the Sponsor to rent the units at underwritten levels
 - The lack of parking control could be an impediment to future financings, creating issues at loan maturity
2. Project’s financial feasibility is highly dependent on grant funding
 - The sponsor is requesting a \$1,017,394, or 27.5% of the total project cost, grant from MEDC
 - In the conservative scenario outlined in the pro forma review slide, the average DSCR is already quite low, making the project challenging to finance
 - If additional equity capital is required due to loan sizing, Sponsor returns would be minimal, and the deal may not be viable

BROWNFIELD TAX INCREMENT FINANCING (TIF)

WHAT IS A BROWNFIELD TIF?

- A Brownfield Tax Increment Financing (TIF) is a financial tool used to encourage the redevelopment of brownfield sites, which are properties that may be contaminated, blighted, or otherwise underutilized. The process helps make redevelopment projects financially viable by offsetting the additional costs of dealing with brownfield conditions. Here's how it works:
 1. **Redevelopment and Increased Value:** When a brownfield site is redeveloped, its value typically increases
 2. **Tax Increment:** This increase in value leads to higher property taxes, with the difference between the old tax revenue and the new, higher tax revenue called the "tax increment"
 3. **Capturing the Increment:** The tax increment is captured by a local Brownfield Redevelopment Authority (BRA) and used to reimburse the developer for eligible costs associated with cleaning up and redeveloping the site



Project Summary

PROGRAM SUMMARY

Total Project Cost	\$3.7 Million	
<u>Residential Unit Mix</u>	<u># of Units</u>	<u>Sq Ft</u>
One Bedroom	5	501
Two Bedroom	2	886
<u>Commercial Units</u>	7	598
<u>Storage Units</u>	14	286
Total		14,528

SPONSOR

224 Washington LLC is a seasoned development firm with a track record in housing, mixed-use, and contractor suite projects, particularly in Grand Haven. Founder and CEO Kyle Doyon is a real estate professional with over 30 years of experience spanning construction, property management, and development. Kyle began his career in construction and later expanded into development, bringing a hands-on understanding of the built environment to every project. His early work in Boston included hundreds of custom home remodels and historic building refurbishments, giving him a deep appreciation for both craftsmanship and adaptive reuse.

Through Apex Management, Kyle oversaw operations for 15 companies and managed 150+ properties. While 224 Washington LLC has not previously received TIF or MSHDA funding, the team assembled for this project brings extensive experience with approved and pending brownfield and MSHDA work plans across Michigan communities, including mixed-use, multifamily, and for-sale housing developments.

In Grand Haven, Apex Management successfully delivered the Sheldon-Lee Project, a restored Victorian home featuring rentable hospitality space and a commercial ground floor and the 168th Commercial Contractor Suites, a shovel-ready, 20,000 sq ft flexible commercial space tailored for small and medium-sized businesses. Beyond Michigan, Kyle is advancing five workforce housing developments in Cape Coral, Florida, through Coast Life Companies LLC. These Live Local Act-eligible projects will deliver over 200 housing units, 16,600 sq ft of commercial space, 16 contractor suites, 100 executive offices, and a café across multiple sites.

Currently, 224 Washington LLC is preparing to revitalize a long-vacant building in downtown Grand Haven. The proposed redevelopment includes a two-story multifamily structure with ground-floor retail and office space, as well as a new lower level with individualized storage units for residents. The site benefits from adjacent public and city parking, with overnight passes available for tenants.

SITE AERIAL



Project Summary

DEVELOPMENT RATIONALE AND AFFORDABILITY

Development Rationale

- The property, owned by 224 Washington LLC, has been vacant for at least seven years
- As a highly visible property in Downtown Grand Haven, municipal leaders have informed PMR that residents and neighboring property owners frequently ask about future plans for the property
- The site is designated as functionally obsolete in downtown Grand Haven
 - The project aims to stimulate additional investment in the surrounding community by repurposing the vacant structure into a mixed-use facility
 - This facility will include both attainable and market-rate residential units, retail and office commercial spaces, and storage units for each resident and tenant
- The site has been left in a dilapidated state, with significant amounts of abandoned debris, furniture, and clutter
 - While structurally sound, the property suffers from a significant roof leak, uneven floors, unfinished bathrooms, and damaged walls
 - This results in a maze of non-functional rooms in need of significant rehabilitation

Proposed Affordability

- The Sponsor proposes income restrictions on 43% of the units, designating 3 one-bedroom units for tenants earning 100% AMI or less, for a period of 15 years

KEY DOCUMENTS RECEIVED

- PMR received the following documents from the Sponsor and were relied upon for this report:
 1. Brownfield Redevelopment Plan dated 5.28.2025
 2. Act 146 Obsolete Property Rehabilitation Act (OPRA) Application & Designation Request dated 5.28.2025
 3. Architectural schematics and site plans dated 11.1.2025
 4. MCRP proforma workbook
 5. CopperRock preconstruction estimates dated 12.27.2024
 6. WMCB Lending Term Proposal dated 12.23.2024
 7. Correspondence with the Sponsor

KEY CONCEPT – “BUT FOR” TEST

- The National Housing Council defines this as a test used in many localities to ensure that new development or other activity that renders a property eligible for a tax abatement would not have occurred *but for* the requested incentive



SECTION 2

Assumption Review

Market Research

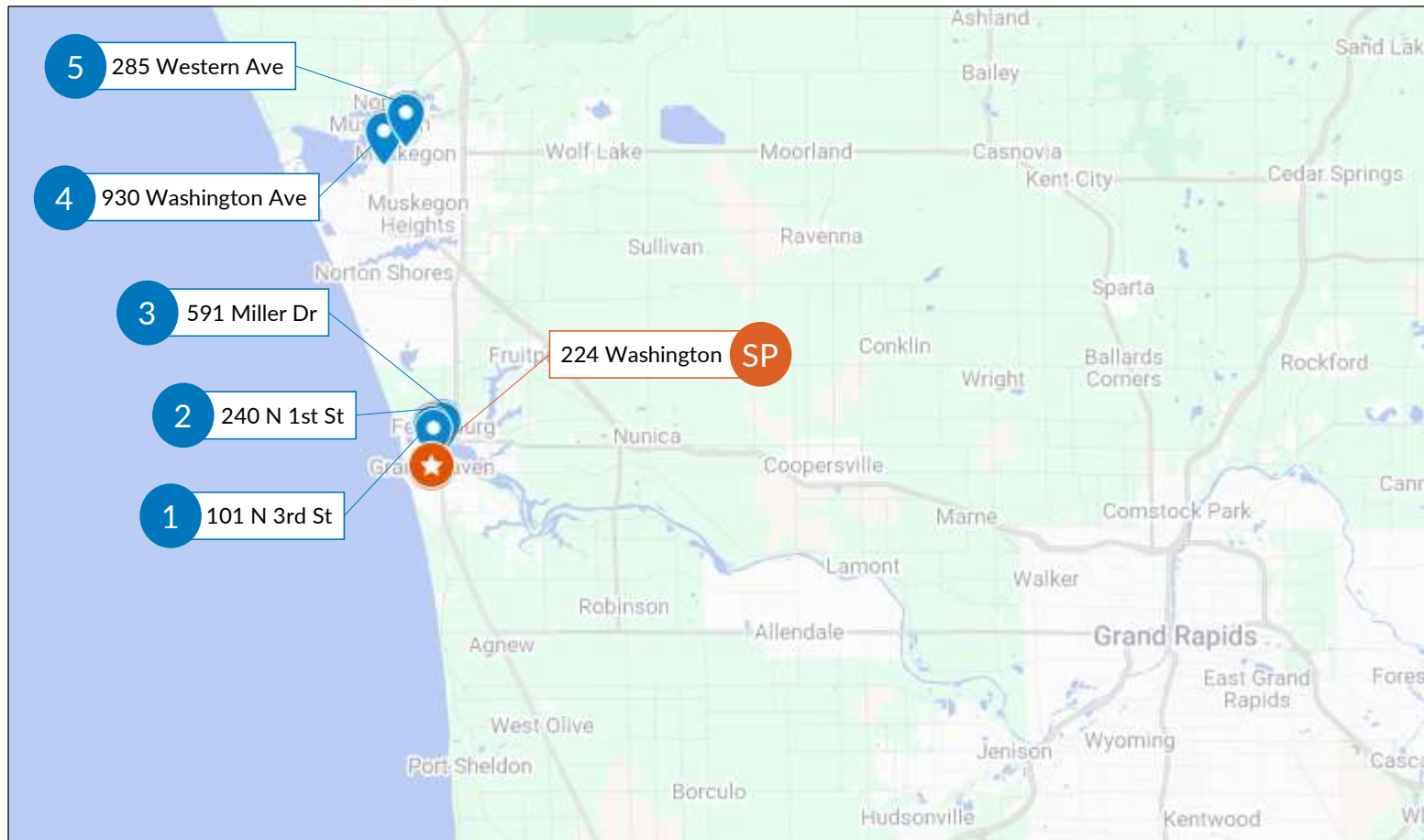
RESIDENTIAL MARKET COMPS

To provide context to the proposed residential rents at the development, PMR conducted market research to identify comparable properties to the proposed redevelopment in terms of size and age. PMR identified four comparable properties and analyzed unit mix and rents to determine market rent by unit type in the area. This analysis shows the proposed 1BR rents at this development, detailed on the right-most column, are slightly above-market while the proposed 2BR rents are in-line with the market, and as such the assumptions are considered supportable.

	COMP 1			COMP 2			COMP 3			COMP 4			COMP 5			AVERAGE			SPONSOR PRO FORMA		
																					
Address	101 N 3rd St			240 N 1st St			591 Miller Dr			930 Washington Ave			285 Western Ave						224 Washington		
City, ST	Grand Haven, MI			Grand Haven, MI			Grand Haven, MI			Muskegon, MI			Muskegon, MI						Grand Haven, MI		
Year Built	2023			2022			2015			1902 / 2005			2018						Proposed		
	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent
Studio	-	-	-	10	593	\$1,554	-	-	-	-	-	-	-	-	-	10	593	\$1,554	-	-	-
1 Bedroom	19	626	\$1,469	51	697	\$1,781	44	808	\$1,473	33	658	\$1,229	27	675	\$1,160	35	707	\$1,468	5	501	\$1,267
2 Bedroom	20	949	\$2,132	65	1,067	\$2,187	124	1,060	\$1,722	-	-	-	20	956	\$1,709	46	1,043	\$1,889	2	886	\$1,800

Market Research






RESIDENTIAL MARKET COMPS MAP



Market Research

COMMERCIAL MARKET COMPS

To provide context to the proposed commercial rents at the development, PMR conducted market research to identify comparable properties to the proposed redevelopment in terms of size and lease type. PMR identified four comparable properties and analyzed lease types, lease sign dates, and rent/SF to determine the current market rent/SF by lease type in the area. This analysis shows the proposed commercial rent/SF at this development, detailed on the right-most column, are slightly above market, shown in the average column.

	COMP 1			COMP 2			COMP 3			COMP 4			AVERAGE			SPONSOR PRO FORMA		
																		
Address	1 S Harbor Dr			233 Washington Ave			220 Washington Ave			216 Washington Ave						224 Washington Ave		
Lease Sign Date	Nov 2023			Feb 2024			Jan 2025			Jun 2023								
City, ST	Grand Haven, MI			Grand Haven, MI			Grand Haven, MI			Grand Haven, MI						Grand Haven, MI		
Year Built	1984			1975			1945			1900/1950						Proposed		
	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Avail	Rent/ SF
Retail	-	-	-	-	-	-	Mod Gross	2,078	\$19.95	Mod Gross	2,613	\$14.95	Mod Gross	4,691	\$17.16	Mod Gross	2,504	\$23
Office	Mod Gross	960	\$19.06	Mod Gross	1,600	\$20.63	-	-	-	-	-	-	Mod Gross	2,560	\$20.04	Mod Gross	1,681	\$23

Market Research






COMMERCIAL MARKET COMPS MAP



Market Research

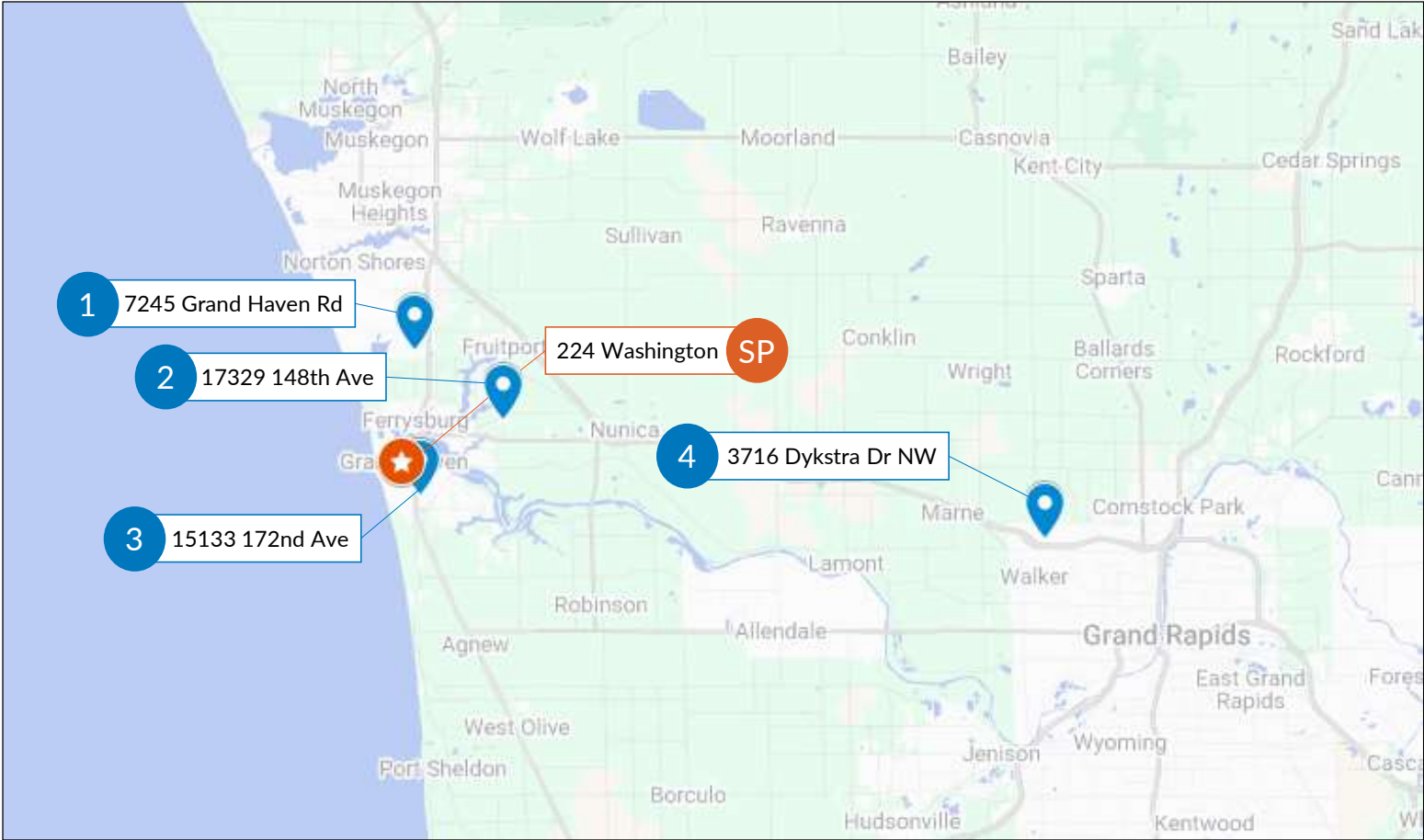
STORAGE MARKET COMPS

To provide context to the proposed storage rents at the development, PMR conducted market research to identify comparable properties to the proposed redevelopment in terms of size and location. PMR identified four comparable properties and analyzed unit sizes and rents to determine market rent by unit size in the area. This analysis shows the proposed storage rents at this development, detailed on the following slides, are below market, and therefore supportable assumptions.

	COMP 1			COMP 2			COMP 3			COMP 4			AVERAGE			SPONSOR PRO FORMA		
																		
Self Storage Name	U-Store and Lock			Prestige Storage			Northwest Self Storage			Bill Tysman Mini Storage						224 Washington Ave		
Address	7245 Grand Haven Rd			17329 148th Ave			3716 Dykstra Drive NW			15133 172nd								
City, ST	Norton Shores, MI			Spring Lake, MI			Grand Rapids, MI			Grand Haven, MI						Grand Haven, MI		
	Type	SF	Rent	Type	SF	Rent	Type	SF	Rent	Type	SF	Rent	Type	SF	Rent	Units	SF	Rent
	10x10	100	\$52	10x10	100	\$78	10x10	100	\$80	10x10	100	\$70	10x10	100	\$70			
	10x20	200	\$92	10x20	200	\$114	10x20	200	\$110	10x20	200	\$110	10x20	200	\$106.50			

Market Research

STORAGE MARKET COMPS MAP



Sources and Uses

<u>SOURCES</u>	<u>SPONSOR PROVIDED</u>	<u>SPONSOR PROVIDED, NO INCENTIVES</u>	<u>PMR</u>	<u>COMMENTARY</u>
West Michigan Community Bank Loan	\$1,850,000	\$1,850,000	\$1,850,000	Sponsor provided assumption is 50% TDC
MEDC Grant	\$1,017,394	\$0	\$1,017,394	Sponsor request
Deferred Developer Fees	\$150,000	\$150,000	\$150,000	Developer is postponing the receipt of this fee to future cash flow, to make the project returns more reasonable
Owner Equity	\$679,900	\$1,697,294	\$679,900	
Total Sources	\$3,697,294	\$3,697,294	\$3,697,294	

USES

Acquisition	\$679,900	\$679,900	\$679,900	The Sponsor acquired the property in 2020
Hard Costs	\$2,289,761	\$2,289,761	\$2,289,761	
Soft Costs	\$620,931	\$620,931	\$620,931	
Contingency	\$106,702	\$106,702	\$106,702	4.7% of hard costs
Total Uses	\$3,697,294	\$3,697,294	\$3,697,294	All cost estimates provided by Sponsor

Assumption Review

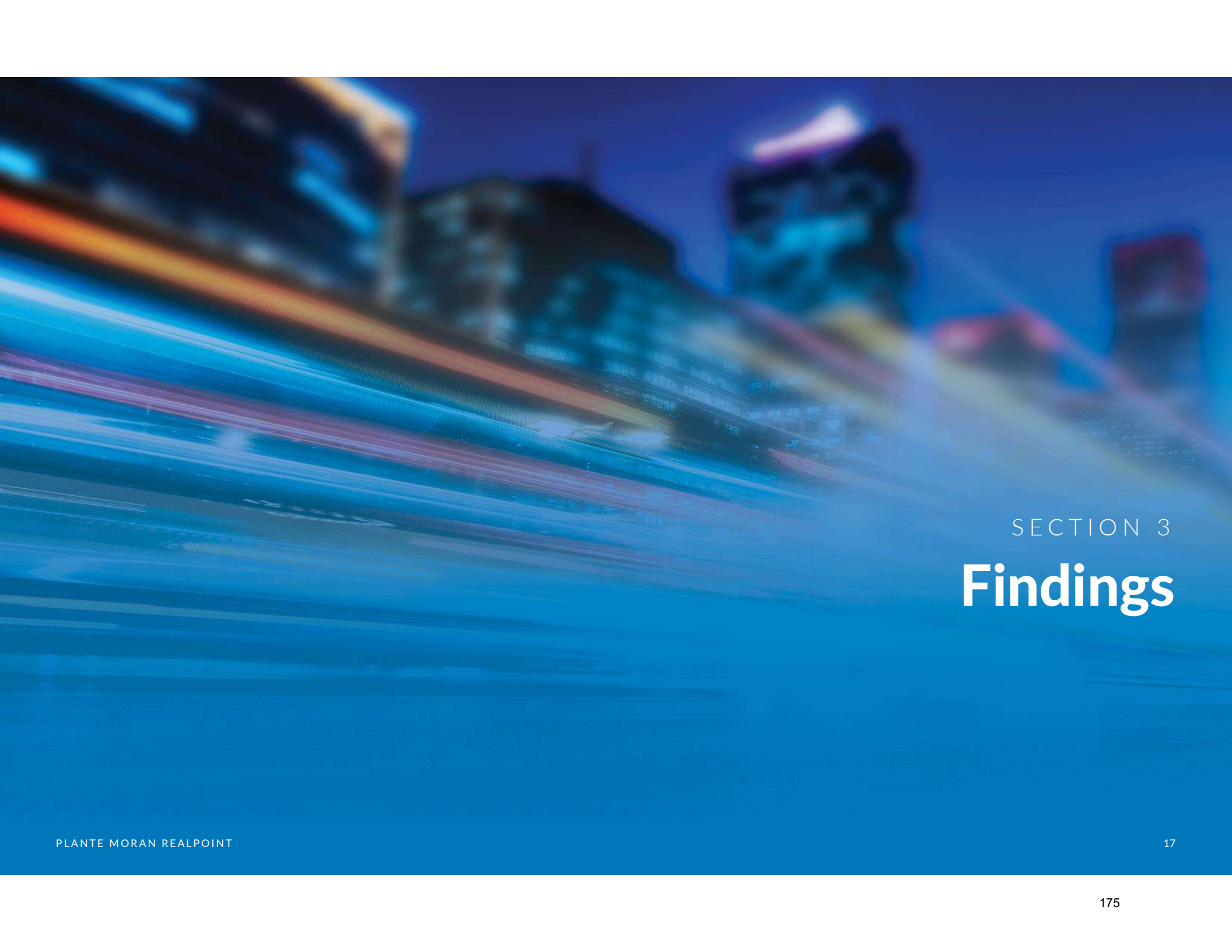
<u>OPERATING ASSUMPTIONS</u>	<u>SPONSOR PROVIDED</u>	<u>PMR CONSERVATIVE</u>	<u>PMR OPTIMISTIC</u>	<u>COMMENTARY</u>
MONTHLY RENTAL INCOME				
One Bedroom (per unit)	\$1,267	\$1,040	\$1,267	The Sponsor's 1BR and 2BR \$/SF assumptions exceed market rents. PMR incorporated these figures in the optimistic scenario, while the conservative scenario applied market \$/SF to the Sponsor's average 1BR and 2BR unit sizes.
Two Bedroom (per unit)	\$1,800	\$1,605	\$1,800	
Storage Income	\$350	\$350	\$350	Sponsor did not confirm storage rates. PMR assumed a market-supported rate of \$50/unit/month.
Vacancy, Concessions & Collection Loss	5%	10%	2%	Adjusted based on property size (7 units).
MONTHLY COMMERCIAL INCOME				
Retail/Office Rent	\$8,021	\$7,601	\$8,021	Although the Sponsor's \$/SF assumptions exceed local market comparables, due to the vintage of nearby comps PMR largely agrees with the Sponsor-provided rents. In the conservative scenario PMR adjusted the office rents down to \$20/sf.
Storage Income	\$350	\$350	\$350	Sponsor did not confirm storage rates. PMR assumed a market-supported rate of \$50/unit/month.
Vacancy, Concessions & Collection Loss	8%	12%	8%	PMR considers an 8% stabilized vacancy rate optimistic for commercial units. Based on the extended marketing periods observed for comparable leases, a 12% rate was used in the conservative scenario.
Income / Expense Growth Rates	3% / 3%	2% / 3%	3% / 3%	PMR largely agreed with the Sponsor provided 3% growth assumptions, which are consistent with the market. In the conservative scenario, PMR reduced the income growth rate to 2%.
Operating Expenses (Annually, Per MF Unit) Excluding Property Taxes	\$5,649	\$5,649	\$5,400	Sponsor annual OpEx/unit is in-line with market, which was used in the PMR conservative scenario. Optimistic scenario reduces OpEx by ~ \$250/unit.
Property Taxes (Annually, Per MF Unit)	\$3,773	\$3,773	\$3,773	All property taxes include the OPRA tax abatement.
Operating Expenses, Including Property Taxes (Annually, Per MF Unit)	\$9,422	\$9,422	\$9,173	

Financial Pro Forma Review

OPERATING PERFORMANCE	SPONSOR PROVIDED	SPONSOR PROVIDED, NO INCENTIVES	PMR CONSERVATIVE	PMR OPTIMISTIC	COMMENTARY
<u>First Stabilized Year</u>					
Effective Gross Income	\$242,546	\$237,118	\$211,005	\$248,930	
Less: Expenses	\$70,337	\$91,497	\$70,337	\$70,337	PMR noted the operating expenses excluding real estate tax were below comparable property expense ratios. An adjustment is reflected in the conservative scenario.
Net Operating Income	\$172,208	\$145,621	\$140,668	\$178,593	
Less: Debt Service	\$156,198	\$156,198	\$156,198	\$156,198	\$1.85M loan with 6.95% interest, amortized over 25 years.
Leveraged Cash Flow	\$16,011	(\$10,577)	(\$15,530)	\$22,395	

SPONSOR RETURNS

<u>Project-Level Returns</u>					
Stabilized Yield on Total Cost	4.66%	3.94%	3.68%	4.83%	Sponsor assumed cash flows stabilize in Year 4.
Leveraged Cash on Cash (No City Participation)	6.23%	5.37%	2.10%	6.78%	Assumes equity investment increases to \$1,697,291. Average CoC over the 30 years of modeled cash flows.
Stabilized Year Debt Service Coverage Ratio (DSCR)	1.10	-0.93	-0.87	1.16	DSCR < 1.0 means project cash flow is insufficient to cover debt service. The closer it is to 1.00, the less likely it is to secure financing. Most lenders require a DSCR of at least 1.20–1.40.
Passes “But For” Test	Yes				



SECTION 3

Findings

PMR Findings – Summary of Project Financials and Need for Support

ACQUISITION AND DEVELOPMENT

1. Lack of controlled parking creates financing risk, as well as future rentability for residential units in a scenario where the Sponsor loses its designated parking spaces
2. The project's financial viability is highly dependent on receiving a relatively large (~28% of total sources) MEDC grant
3. The development team appears qualified to undertake the proposed project, given their experience with similar rehabilitation projects, work to-date in assembling the Brownfield Plan & OPRA Application, and generally demonstrated local market knowledge
4. Project plan appears able to effectively revitalize a currently blighted and under-utilized property which, without development incentives, would likely be difficult to undertake

PROFITABILITY AND DISPOSITION

1. Sponsor did not provide detailed disposition plans or a long-term hold strategy, other than committing to keep 43% of the units affordable for 15 years in the Brownfield Plan
2. The project's stabilized yield-to-cost is below the minimum return benchmarking to market expectations, even with incentives
 - i. Prequin, a financial data and information provider, created a preferred return report concluding project returns are below the minimum highlighted preferred return of 5%, suggesting returns are insufficient for typical market participants and justifying the need for the requested grant, Brownfield TIF, and OPRA tax abatement
3. Average leveraged cash-on-cash returns, without factoring in any incentives or funding, are projected to be 2.1%-6.8%
 - i. Compared to the 90-day SOFR and Treasury Bill returns, which are viewed in the market as “risk-free” investments, the project's profitability appears to be low given the risk in real estate development
 - 90-Day Average SOFR: 4.34%
 - 90-Day Average T-Bill: 4.24%
 - ii. Development and rehabilitation projects inherently carry additional risk - investors expect to be compensated for that risk through higher returns
 - iii. Project projected returns being close to risk-free investments demonstrate the need for requested financial support and incentives

- A. This Report reflects the information available as of the date of its publication. The information, recommendations, analysis, and conclusions contained herein are, in whole or in part, derived from and dependent on information provided by Sponsor and Kalamazoo, their affiliated and related entities, and other third parties neither contracted by nor controlled by PMR. PMR is not a certified public accountant and cannot conduct reviews or audits of such information. Therefore, PMR provides no opinion on, or assurance of, the reliability of such information. Misstatements and/or material misstatements in such information may exist that impact the results of the analysis, recommendations and conclusions provided herein.
- B. PMR:
- i. Does not make (nor shall be deemed to have made) any representation, warranty, or guarantee as to the accuracy, completeness, utility or relevance of any of the contents of this report;
 - ii. Shall not have any obligation to update any of the contents of this report; or
 - iii. Shall not be responsible or liable (or be deemed responsible or liable) for any lack of accuracy, utility, completeness or relevance of, or any interpretations of or conclusions drawn from any of the contents of this report.
- C. The receipt of this report, or the use of any information contained herein, is subject to the disclaimers, limitations, and qualifications set forth herein. The recipient of any contents of this report assumes full responsibility for any use of, or reliance upon, of any such information contained herein.

**RESOLUTION TO ESTABLISH AN OBSOLETE PROPERTY
REHABILITATION DISTRICT**

Minutes of a regular meeting of the City Council of the City of Grand Haven, held on September 15, 2025 at 519 Washington Ave. in Grand Haven City Hall at 7:30 p.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

**Resolution (resolution number) Establishing an Obsolete Property Rehabilitation
(OPRA) District for 224 Washington LLC**

WHEREAS, pursuant to PA 146 of 2000, the City of Grand Haven has the authority to establish “Obsolete Property Rehabilitation Districts” within the City of Grand Haven and

WHEREAS 224 Washington LLC has filed a written request with the clerk of the City of Grand Haven requesting the establishment of the Obsolete Property Rehabilitation District for an area in the vicinity of 224 Washington Avenue (70-03-20-436-011) located in the City of Grand Haven hereinafter described; and

WHEREAS, the City Council of the City of Grand Haven determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Grand Haven Tribune and/or by public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on August 18, 2025 a public hearing was held and all residents and taxpayers of the City of Grand Haven were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Grand Haven to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Haven that the following described parcel(s) of land situated in the City of Grand Haven County of Ottawa, and State of Michigan, to wit:

W 43 FT OF N 58 FT LOT 243 & W 43 FT LOT 244 ORIGINAL PLAT

be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as 224 Washington Avenue Obsolete Property Rehabilitation District No. _____.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Grand Haven, County of Ottawa Michigan at a regular meeting held on September 15, 2025.

Clerk

CITY OF GRAND HAVEN

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollwehr, Assistant City Manager *DK*

DATE: September 11, 2025

SUBJECT: 224 Washington Brownfield Plan

On August 11, 2025, the Economic Development Corporation/Brownfield Redevelopment Authority (EDC/BRA) considered a request for a Brownfield Housing Tax Increment Financing (TIF) incentive for the redevelopment of the long-vacant property at 224 Washington Avenue from 224 Washington, LLC.

The project will include rehabilitation of the existing building, creating seven upper-story residential units, and several ground-floor commercial spaces. Three of the residential units will be rented at 100% or below of Area Median Income (AMI) for a period of 15 years, which meets the State's definition of attainable housing. Given that the project will include attainable units, the developer is seeking Housing TIF reimbursement for the potential rent loss generated by those units being rented below market-rate over the 15-year period.

While the developer is eligible for up to \$726,600.00 in TIF reimbursement, as calculated using the Michigan State Housing Development Authority's (MSHDA) Potential Rent Loss (PRL) formula, the developer is seeking \$202,900.00 in reimbursement. This capture is for a period of 20 years, which includes four years of additional capture for deposit into the BRA Local Brownfield Revolving Fund. The developer is also seeking an Obsolete Property Rehabilitation Act (OPRA) tax abatement and State of Michigan grant funding.

This project supports the City's Master Plan goal to provide a variety of housing options for all residents across the City and aligns with the City's aim to explore alternative incentives for development that include a percentage of affordable housing units.

As part of the review and approval process, the application for the Brownfield TIF was reviewed by a third-party financial reviewer, and a report was issued to the City of Grand Haven. The report concluded that "but for" the incentives, the project would not be possible and recommended approval of the Brownfield Housing TIF reimbursement and OPRA abatement.

Given recent feedback from City Council, staff is recommending the following performance measures be included as a condition of incentive approval:

- Construction to commence within one year of State of Michigan incentive approvals.
- Project to meet all applicable building and fire codes as determined by the Building Official and Fire Marshall.
- Façade must be complementary to the downtown and in alignment with the Downtown Development Authority Design Guidelines as determined by City staff.
- Construction to be completed within 18 months of building permits being issued.

The EDC/BRA Board reviewed and recommended the incentive request at their August 11, 2025, meeting.

**THE CITY OF GRAND HAVEN BROWNFIELD REDEVELOPMENT
AUTHORITY BROWNFIELD PLAN FOR THE
224 WASHINGTON AVE REDEVELOPMENT PROJECT**

May 28, 2025

Introduction

The proposed project involves the rehabilitation of the existing long-vacant building located at 224 Washington Ave. in downtown Grand Haven (the “Property”) into a mixed-use two-story multi-family building with first floor commercial space and residential apartments above (the “Project”) by 224 Washington LLC (the “Developer”). The Project will consist of seven (7) residential rental units comprised of one- and two-bedroom units ranging from approximately 442 sf to 900 sf and ground floor commercial space of approximately 5,000 sf. The Property currently contains the existing approximately 10,528 sf vacant commercial building on a site that encompasses 0.122 acres.

The Developer is seeking to utilize the new Housing TIF program and intends to designate approximately forty-three percent (43%) of the units (3 units) for tenants earning 100% area median income or less. The Project will facilitate the development of housing projected to be rented to households earning 100% or less of the area median income, of which there is a demand for 315 units by 2025 as identified by the Ottawa County Housing Needs Assessment, linked below:

Rental Housing Gap Estimates

2020 - 2025 Rental Demand Potential by Income Level & Rent Northwest Submarket			
Household Income Range	< \$25,000	\$25,000-\$49,999	\$50,000+
Rent Affordability	< \$625	\$625-\$1,249	\$1,250+
Total Housing Units Needed	269	315	245

https://www.housingnext.org/_files/ugd/8dbec7_932f7ff01ac54ed4bab4251d7ce5ac4f.pdf

Total capital investment is estimated to be approximately \$3.7 million. Construction is expected to begin in early 2026 and is estimated to be completed within the following 12 months. The Project is expected to create seventeen (17) new full-time jobs with average wages of approximately \$23/hour.

Basis of Eligibility

The Property is considered an “eligible property” as defined in Act 381 of 1996, as amended, because the construction of residential units in a mixed-use project makes the Property a “housing property” under Section 2(y) of the Act. Additionally, the Property was deemed functionally obsolete by the City Assessor in 2021. See Figure 3 for a copy of the functional obsolescence determination.

The Property includes one parcel of property located at 224 Washington Avenue (Tax Parcel No. 70-03-20-436-011). See [Figure 1&2](#) for legal description, parcel size, and maps of the Property.

Required Elements of Brownfield Plan

1. A description of costs intended to be paid for with the tax increment revenues. (MCLA 125.2663(2)(a))

The Developer will seek tax increment financing (“TIF”) from available local taxes, school operating taxes, and state education tax millage, as applicable, for eligible activities at the Property, including housing development activities and brownfield plan/work plan preparation and implementation totaling \$726,600.

Table 1 below presents estimated costs of the eligible activities for the Project which qualify for reimbursement from tax increment financing. The Property is located within the City of Grand Haven Downtown Development Authority (the “DDA”) district and is subject to the DDA’s tax increment financing plan capture which captures all available local millages with the exception of the school taxes (i.e. SET, school operating and ISD). The DDA and the City of Grand Haven Brownfield Redevelopment Authority (the “Authority”) will execute a pass-through agreement that will the Tax Increment Revenues (“TIR”) generated from the Project to be used by the Authority to reimburse eligible activities.

Table 1 – Eligible Activities	
Task	Cost Estimate
1. Housing Development Activities – Potential Rent Loss	\$696,600
<i>Eligible Activity Sub-total</i>	<i>\$696,600</i>
2. Brownfield Plan Amendment/Work Plan Preparation and Implementation	\$30,000
ELIGIBLE ACTIVITY TOTAL	\$726,600

2. A brief summary of the eligible activities that are proposed for each eligible property. (MCLA 125.2663(2)(b))

“Eligible activities” are defined in Act 381 of 1996, as amended (the “Act”) as meaning one or more of the following: (i) department specific activities; (ii) relocation of public buildings or operations for economic development purposes; (iii) reasonable cost of environmental insurance; (iv) reasonable cost of developing, preparing and implementing brownfield plans, combined brownfield plans, and work plans; (v) demolition of structures that is not a response activity under Part 201 of NREPA; and (vi) lead, asbestos, or mold abatement. In addition, in qualified local governmental units such as the City of Grand Haven and a project includes housing property located in a community that has identified a specific housing need and has absorption

data or job growth data included in the brownfield plan, the Act includes the following additional activities under the definition of “eligible activities”: (A) housing development activities; (B) infrastructure improvements that are necessary for housing property and support housing development activities; and (C) site preparation that is not a response activity and that supports housing development activities.

The cost of eligible activities is estimated in Table 1 above and includes the following:

1. Housing Development Activities. To support the critical need for attainable housing in the City, Developer intends to price approximately 43% of the Project’s residential units for income qualified households (i.e., those with an annual household income of not more than 100% AMI). Reimbursement to fill Developer’s financing gap associated with the development of those units is an eligible activity, including utilities.
2. Brownfield Plan Preparation, Development and Implementation. Costs incurred to prepare, develop, and implement this Plan, as required per Act 381 of 1996, as amended.
3. **An estimate of the captured taxable value and tax increment revenues for each year of the Plan from each parcel of eligible property and in the aggregate. (MCLA 125.2663(2)(c))**

An estimate of real property tax capture for tax increment financing is attached as Table 2.

4. **The method by which the costs of the Plan will be financed, including a description of any advances made or anticipated to be made for the costs of the Plan from the City. (MCLA 125.2663(2)(d))**

The cost of the Eligible Activities included in this Plan Amendment will initially be paid for by the Developer and it will seek reimbursement through available tax increment revenue during the term of the Plan.

5. **The maximum amount of the note or bonded indebtedness to be incurred, if any. (MCLA 125.2663(2)(e))**

Bonds will not be issued for the Project.

6. **The duration of the Plan, which shall not exceed the lesser of (1) the period required to pay for the eligible activities from tax increment revenues plus the period of capture authorized for the local site remediation revolving fund or (2) 30 years. (MCLA 125.2663(2)(f)).**

The duration of the Plan for the Project is estimated to be 20 years. It is estimated that redevelopment of the Property will be completed by the end of 2026 and that it will take up to 15 years to recapture the eligible activities costs through tax increment revenues, plus five years of capture for the Local Brownfield Revolving Fund (the “LBRF”), if available. Therefore, the first year of tax increment capture will be 2026 and the Plan will remain in place until the Developer is

fully reimbursed and the Authority has completed capture for the LBRF capture, if available, subject to the maximum duration provided for in MCL 125.2663. The Authority intends to capture funds to fund the LBRF with tax increment revenue capture, if available.

7. An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the Property is located. (MCLA 125.2663(2)(g))

An estimate of real property tax capture is attached as Table 2.

8. A legal description of each parcel of eligible property to which the Plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as a part of the eligible property. (MCLA 125.2663(2)(h))

- a. See legal description and site map in Figure 1.
- b. The Property is an “eligible property” because it is “housing property,” as defined in the Act. Additionally, the Property was deemed functionally obsolete.
- c. Characteristics of Property:

The Property was originally construction in the 1890’s and previously housed a dry goods stores (1878-1914), Kroger Grocery & Baking (1930-1948), and Van Lopics Central Clothing Store (1914-1930) throughout the years. Grand Haven Jewelry, established by Gerald Pitcher in 1949 at 115 Washington, moved to 226 Washington around 1960, and eventually took over the space at 224 Washington as well. The store was family operated until it was closed permanently in 2017 and the Property has remained vacant awaiting redevelopment since that time.
- d. Personal property: New personal property added to the Property is included as part of the “eligible property” to the extent it is taxable.

9. Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan must include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. (MCL 125.2663(2)(i))

There are no persons currently residing on this Property and, therefore, no families or individuals will be displaced.

10. A plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable. (MCLA 125.2663(2)(j))

This section is inapplicable to this site as there are no persons residing on this Property.

11. Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and reimbursement of expenses, if any. (MCLA 125.2663(2)(k))

This section is inapplicable to this site as there are no persons residing on this Property.

12. A strategy for compliance with the Michigan Relocation Assistance Act, if applicable (MCLA 125.2663(2)(l))

This section is inapplicable to this site as there are no persons residing on this Property.

13. A description of the proposed use of the local site remediation revolving fund. (MCLA 125.2663(2)(m))

The LBRF will not be used for the Project but may be used for other brownfield projects within the City of Grand Haven.

14. Other material that the Authority or the City Council considers pertinent. (MCLA 125.2663(2)(n))

The Project will generate increased tax revenue for the taxing jurisdictions, create new job opportunities, and stimulate additional investment in the surrounding community. The Project will significantly improve the overall use of the Property by repurposing the vacant structure into a mixed-use facility with attainable and market rate residential and commercial space in the downtown.

Figure 1

Property Description

Property Address: 224 Washington Ave., Grand Haven, MI

Tax Parcel No.: 70-03-20-436-011

Parcel Size: 0.122 acres

Legal Description: W 43 FT OF N 58 FT LOT 243 & W 43 FT LOT 244 ORIGINAL PLAT

Figure 2

Eligible Property Map

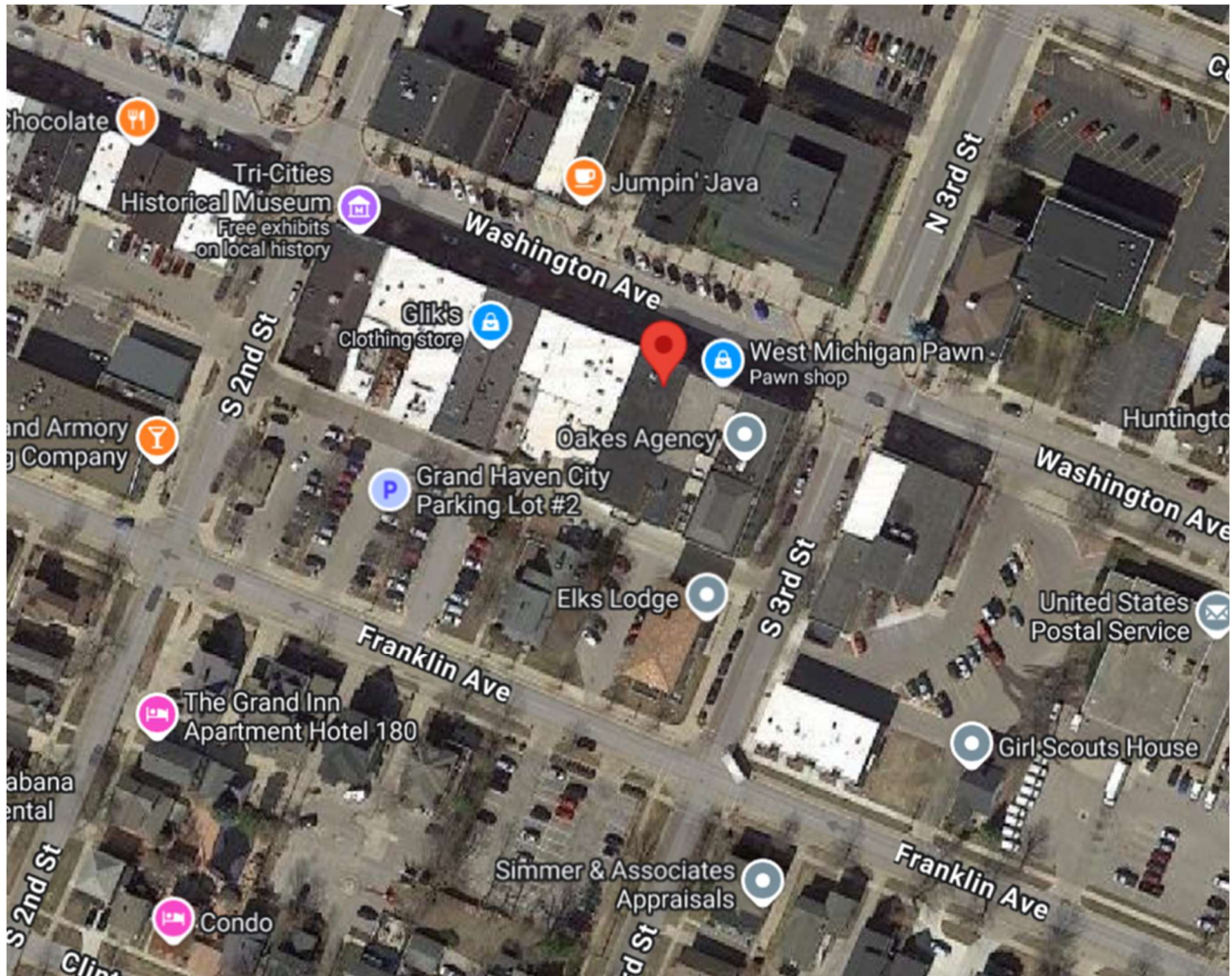




Figure 3

Summary of Functional Obsolescence



City of Grand Haven
Assessor's Office
519 Washington Avenue
Grand Haven, MI 49417
616.846.8262
assessing@miottawa.org

May 7, 2021

Kyle & Sara Doyon
224 Washington LLC
321 Washington Ave
Grand Haven, MI 49417

RE: Statement of Functional Obsolescence – 224 Washington Avenue

Mr. & Mrs. Doyon,

Based upon an inspection of the improvements located at 224 Washington Avenue, Grand Haven, MI 49417, otherwise known as parcel number 70-03-20-436-011, it is our opinion that the property is functionally obsolete as of May 6, 2021. Fire code and lack of fire protection systems has prohibited use of the second story of the structure. Further, interior & exterior finishes, electrical, mechanical, and plumbing systems which were original to the 1890's structure are non-functioning and/or require modernization. Finally, there is evidence of infestation requiring remediation. These combined reasons support the conclusion.

Mr. Galligan is licensed by the State of Michigan as a Master Assessing Officer. Mr. Morgan is licensed by the State of Michigan as an Advanced Assessing Officer, Real Estate Appraiser, and Residential Builder.

Should you have further questions please find our contact information above.

Sincerely,

A handwritten signature in blue ink that reads "Michael R. Galligan".

Michael R. Galligan, MMAO
City of Grand Haven Assessor

A handwritten signature in black ink that reads "Joshua P. Morgan".

Joshua P. Morgan, MAAO
Assessing Division Manager

Cc: Dana Kollewehr, MEDC

Table 2

TIF Table

Tax Increment Revenue Capture Estimates
224 Washington
Grand Haven, Michigan
May 28, 2025

Estimated Taxable Value (TV) Increase Rate: 2.00%		OPRA Abatement																	
Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12			13	14	15	16
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041		
Base Taxable Value	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238
Estimated New TV	\$ 371,238	\$ 826,430	\$ 842,959	\$ 859,818	\$ 877,014	\$ 894,554	\$ 912,445	\$ 930,694	\$ 949,308	\$ 968,294	\$ 987,660	\$ 1,007,414	\$ 1,027,562	\$ 1,048,113	\$ 1,069,075	\$ 1,090,457	\$ 1,112,266		
Incremental Difference (New TV - Base TV)	\$ -	\$ 455,192	\$ 471,721	\$ 488,580	\$ 505,776	\$ 523,316	\$ 541,207	\$ 559,456	\$ 578,070	\$ 597,056	\$ 616,422	\$ 636,176	\$ 656,324	\$ 676,875	\$ 697,837	\$ 719,219	\$ 741,028		

School Capture	Millage Rate																		
State Education Tax	6.0000	\$ -	\$ 1,366	\$ 1,415	\$ 1,466	\$ 1,517	\$ 1,570	\$ 1,624	\$ 3,357	\$ 3,468	\$ 3,582	\$ 3,699	\$ 3,817	\$ 3,938	\$ 4,061	\$ 4,187	\$ 4,315	\$ 4,446	
School Operating	18.0000	\$ -	\$ 4,097	\$ 4,245	\$ 4,397	\$ 4,552	\$ 4,710	\$ 4,871	\$ 10,070	\$ 10,405	\$ 10,747	\$ 11,096	\$ 11,451	\$ 11,814	\$ 12,184	\$ 12,561	\$ 12,946	\$ 13,339	
School Total	24.0000	\$ -	\$ 5,462	\$ 5,661	\$ 5,863	\$ 6,069	\$ 6,280	\$ 6,494	\$ 13,427	\$ 13,874	\$ 14,329	\$ 14,794	\$ 15,268	\$ 15,752	\$ 16,245	\$ 16,748	\$ 17,261	\$ 17,785	

Local Capture	Millage Rate																		
GHC Operating	10.5535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,143	\$ 7,365	\$ 7,590	\$ 7,820	
GHC Transp	0.6000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 406	\$ 419	\$ 432	\$ 445	
GHC Museum	0.2293	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155	\$ 160	\$ 165	\$ 170	
GHC Infrastructure	0.9535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645	\$ 665	\$ 686	\$ 707	
GHC Aging Coun	0.2257	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153	\$ 158	\$ 162	\$ 167	
Loutit Lib-Oper	0.9410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 637	\$ 657	\$ 677	\$ 697	
Ottawa ISD	6.0962	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,126	\$ 4,254	\$ 4,385	\$ 4,517	
County Oper	3.9000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,640	\$ 2,722	\$ 2,805	\$ 2,890	
County CMH	0.2832	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192	\$ 198	\$ 204	\$ 210	
County Roads	0.4722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320	\$ 330	\$ 340	\$ 350	
County E-911	0.4155	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 281	\$ 290	\$ 299	\$ 308	
County Parks	0.3133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212	\$ 219	\$ 225	\$ 232	
Local Total	24.9834	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,911	\$ 17,434	\$ 17,969	\$ 18,513	

Non-Capturable Millages	Millage Rate																		
GHC MSDDA	1.6043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,086	\$ 1,120	\$ 1,154	\$ 1,189	
GHC Infra Debt08	1.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 677	\$ 698	\$ 719	\$ 741	
GHC Infra Debt15	0.9000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 609	\$ 628	\$ 647	\$ 667	
Loutit Lib-Debt	0.1150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 78	\$ 80	\$ 83	\$ 85	
GH Sch Debt	0.3300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 223	\$ 230	\$ 237	\$ 245	
Total Non-Capturable Taxes	3.9493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,673	\$ 2,756	\$ 2,840	\$ 2,927	

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ 5,462 \$ 5,661 \$ 5,863 \$ 6,069 \$ 6,280 \$ 6,494 \$ 13,427 \$ 13,874 \$ 14,329 \$ 14,794 \$ 15,268 \$ 15,752 \$ 33,156 \$ 34,182 \$ 35,230 \$ 36,298

Footnotes:
Projected TV and 2% inflation thereafter
Assumes millage rates remain the same
Assumes 12yr OPRA abatement

Tax Increment Revenue Capture Estimates
224 Washington
Grand Haven, Michigan
May 28, 2025

Estimated Taxable Value (TV) Increase Rate:

Plan Year	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
Calendar Year	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	
Base Taxable Value	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238	\$ 371,238
Estimated New TV	\$ 1,134,511	\$ 1,157,202	\$ 1,180,346	\$ 1,203,952	\$ 1,228,032	\$ 1,252,592	\$ 1,277,644	\$ 1,303,197	\$ 1,329,261	\$ 1,355,846	\$ 1,382,963	\$ 1,410,622	\$ 1,438,835	\$ 1,467,611	\$ 1,112,266
Incremental Difference (New TV - Base TV)	\$ 763,273	\$ 785,964	\$ 809,108	\$ 832,714	\$ 856,794	\$ 881,354	\$ 906,406	\$ 931,959	\$ 958,023	\$ 984,608	\$ 1,011,725	\$ 1,039,384	\$ 1,067,597	\$ 1,096,373	\$ 741,028

School Capture	Millage Rate															
State Education Tax	6.0000	\$ 4,580	\$ 4,716	\$ 4,855	\$ 4,996	\$ 5,141	\$ 5,288	\$ 5,438	\$ 5,592	\$ 5,748	\$ 5,908	\$ 6,070	\$ 6,236	\$ 6,406	\$ 6,578	\$ 125,380
School Operating	18.0000	\$ 13,739	\$ 14,147	\$ 14,564	\$ 14,989	\$ 15,422	\$ 15,864	\$ 16,315	\$ 16,775	\$ 17,244	\$ 17,723	\$ 18,211	\$ 18,709	\$ 19,217	\$ 19,735	\$ 376,140
School Total	24.0000	\$ 18,319	\$ 18,863	\$ 19,419	\$ 19,985	\$ 20,563	\$ 21,152	\$ 21,754	\$ 22,367	\$ 22,993	\$ 23,631	\$ 24,281	\$ 24,945	\$ 25,622	\$ 26,313	\$ 501,519

Local Capture	Millage Rate															
GHC Operating	10.5535	\$ 8,055	\$ 8,295	\$ 8,539	\$ 8,788	\$ 9,042	\$ 9,301	\$ 9,566	\$ 9,835	\$ 10,110	\$ 10,391	\$ 10,677	\$ 10,969	\$ 11,267	\$ 11,571	\$ 166,326
GHC Transp	0.6000	\$ 458	\$ 472	\$ 485	\$ 500	\$ 514	\$ 529	\$ 544	\$ 559	\$ 575	\$ 591	\$ 607	\$ 624	\$ 641	\$ 658	\$ 9,456
GHC Museum	0.2293	\$ 175	\$ 180	\$ 186	\$ 191	\$ 196	\$ 202	\$ 208	\$ 214	\$ 220	\$ 226	\$ 232	\$ 238	\$ 245	\$ 251	\$ 3,614
GHC Infrastructure	0.9535	\$ 728	\$ 749	\$ 771	\$ 794	\$ 817	\$ 840	\$ 864	\$ 889	\$ 913	\$ 939	\$ 965	\$ 991	\$ 1,018	\$ 1,045	\$ 15,027
GHC Aging Coun	0.2257	\$ 172	\$ 177	\$ 183	\$ 188	\$ 193	\$ 199	\$ 205	\$ 210	\$ 216	\$ 222	\$ 228	\$ 235	\$ 241	\$ 247	\$ 3,557
Loutit Lib-Oper	0.9410	\$ 718	\$ 740	\$ 761	\$ 784	\$ 806	\$ 829	\$ 853	\$ 877	\$ 901	\$ 927	\$ 952	\$ 978	\$ 1,005	\$ 1,032	\$ 14,830
Ottawa ISD	6.0962	\$ 4,653	\$ 4,791	\$ 4,932	\$ 5,076	\$ 5,223	\$ 5,373	\$ 5,526	\$ 5,681	\$ 5,840	\$ 6,002	\$ 6,168	\$ 6,336	\$ 6,508	\$ 6,684	\$ 96,078
County Oper	3.9000	\$ 2,977	\$ 3,065	\$ 3,156	\$ 3,248	\$ 3,341	\$ 3,437	\$ 3,535	\$ 3,635	\$ 3,736	\$ 3,840	\$ 3,946	\$ 4,054	\$ 4,164	\$ 4,276	\$ 61,465
County CMH	0.2832	\$ 216	\$ 223	\$ 229	\$ 236	\$ 243	\$ 250	\$ 257	\$ 264	\$ 271	\$ 279	\$ 287	\$ 294	\$ 302	\$ 310	\$ 4,463
County Roads	0.4722	\$ 360	\$ 371	\$ 382	\$ 393	\$ 405	\$ 416	\$ 428	\$ 440	\$ 452	\$ 465	\$ 478	\$ 491	\$ 504	\$ 518	\$ 7,442
County E-911	0.4155	\$ 317	\$ 327	\$ 336	\$ 346	\$ 356	\$ 366	\$ 377	\$ 387	\$ 398	\$ 409	\$ 420	\$ 432	\$ 444	\$ 456	\$ 6,548
County Parks	0.3133	\$ 239	\$ 246	\$ 253	\$ 261	\$ 268	\$ 276	\$ 284	\$ 292	\$ 300	\$ 308	\$ 317	\$ 326	\$ 334	\$ 343	\$ 4,938
Local Total	24.9834	\$ 19,069	\$ 19,636	\$ 20,214	\$ 20,804	\$ 21,406	\$ 22,019	\$ 22,645	\$ 23,284	\$ 23,935	\$ 24,599	\$ 25,276	\$ 25,967	\$ 26,672	\$ 27,391	\$ 393,744

Non-Capturable Millages	Millage Rate															
GHC MSDDA	1.6043	\$ 1,225	\$ 1,261	\$ 1,298	\$ 1,336	\$ 1,375	\$ 1,414	\$ 1,454	\$ 1,495	\$ 1,537	\$ 1,580	\$ 1,623	\$ 1,667	\$ 1,713	\$ 1,759	\$ 25,284
GHC Infra Debt08	1.0000	\$ 763	\$ 786	\$ 809	\$ 833	\$ 857	\$ 881	\$ 906	\$ 932	\$ 958	\$ 985	\$ 1,012	\$ 1,039	\$ 1,068	\$ 1,096	
GHC Infra Debt15	0.9000	\$ 687	\$ 707	\$ 728	\$ 749	\$ 771	\$ 793	\$ 816	\$ 839	\$ 862	\$ 886	\$ 911	\$ 935	\$ 961	\$ 987	\$ 14,184
Loutit Lib-Debt	0.1150	\$ 88	\$ 90	\$ 93	\$ 96	\$ 99	\$ 101	\$ 104	\$ 107	\$ 110	\$ 113	\$ 116	\$ 120	\$ 123	\$ 126	\$ 1,812
GH Sch Debt	0.3300	\$ 252	\$ 259	\$ 267	\$ 275	\$ 283	\$ 291	\$ 299	\$ 308	\$ 316	\$ 325	\$ 334	\$ 343	\$ 352	\$ 362	\$ 5,201
Total Non-Capturable Taxes	3.9493	\$ 3,014	\$ 3,104	\$ 3,195	\$ 3,289	\$ 3,384	\$ 3,481	\$ 3,580	\$ 3,681	\$ 3,784	\$ 3,889	\$ 3,996	\$ 4,105	\$ 4,216	\$ 4,330	\$ 46,482

Total Tax Increment Revenue (TIR) Available for Capture \$ 37,388 \$ 38,499 \$ 39,633 \$ 40,789 \$ 41,969 \$ 43,172 \$ 44,399 \$ 45,651 \$ 46,927 \$ 48,229 \$ 49,558 \$ 50,913 \$ 52,295 \$ 53,704 \$ 895,264

Footnotes:

Projected TV and 2% inflation thereafter

Assumes millage rates remain the same

Assumes 12yr OPRA abatement

Tax Increment Financing Reimbursement Table
224 Washington Redevelopment Project
Grand Haven, Michigan
May 28, 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	76.2%	\$ 151,837	\$ -	\$ 151,837
Local	23.8%	\$ 47,499	\$ -	\$ 47,499
TOTAL	100.0%	\$ 199,336	\$ -	\$ 199,336
MSHDA		\$ 199,336	\$ -	\$ 199,336
Local		\$ -	\$ -	\$ -

Estimated Total
Years of Plan: 20

Estimated Capture	\$ 292,661
Administrative Fees	\$ 9,726
State Revolving Fund	\$ 21,691
LBRF	\$ 93,325

	0	1	2	3	4	5	6	7	8	9	10	11
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total State Incremental Revenue	\$ -	\$ 5,462	\$ 5,661	\$ 5,863	\$ 6,069	\$ 6,280	\$ 6,494	\$ 13,427	\$ 13,874	\$ 14,329	\$ 14,794	\$ 15,268
State Brownfield Revolving Fund (50% of SET)	\$ -	\$ (683)	\$ (708)	\$ (733)	\$ (759)	\$ (785)	\$ (812)	\$ (1,678)	\$ (1,734)	\$ (1,791)	\$ (1,849)	\$ (1,909)
State TIR Available for Reimbursement	\$ -	\$ 4,780	\$ 4,953	\$ 5,130	\$ 5,311	\$ 5,495	\$ 5,683	\$ 11,749	\$ 12,139	\$ 12,538	\$ 12,945	\$ 13,360
Total Local Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BRA Administrative Fee - 5%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total State & Local TIR Available	\$ -	\$ 4,780	\$ 4,953	\$ 5,130	\$ 5,311	\$ 5,495	\$ 5,683	\$ 11,749	\$ 12,139	\$ 12,538	\$ 12,945	\$ 13,360
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DEVELOPER	Beginning Balance													
DEVELOPER Reimbursement Balance	\$ 726,600	\$ 726,600	\$ 726,600	\$ 721,820	\$ 716,867	\$ 711,737	\$ 706,427	\$ 700,932	\$ 695,249	\$ 683,501	\$ 671,361	\$ 658,823	\$ 645,878	

MSHDA Housing Development Costs	\$726,600	\$ 726,600	\$ 726,600	\$ 721,820	\$ 716,867	\$ 711,737	\$ 706,427	\$ 700,932	\$ 695,249	\$ 683,501	\$ 671,361	\$ 658,823	\$ 645,878
State Tax Reimbursement		\$ -	\$ 4,780	\$ 4,953	\$ 5,130	\$ 5,311	\$ 5,495	\$ 5,683	\$ 11,749	\$ 12,139	\$ 12,538	\$ 12,945	\$ 13,360
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total MSHDA Reimbursement Balance		\$ 726,600	\$ 721,820	\$ 716,867	\$ 711,737	\$ 706,427	\$ 700,932	\$ 695,249	\$ 683,501	\$ 671,361	\$ 658,823	\$ 645,878	\$ 632,518

Local Only Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total Annual Developer Reimbursement		\$ -	\$ 4,780	\$ 4,953	\$ 5,130	\$ 5,311	\$ 5,495	\$ 5,683	\$ 11,749	\$ 12,139	\$ 12,538	\$ 12,945	\$ 13,360
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LOCAL BROWNFIELD REVOLVING FUN

LBRF Deposits *		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture													

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:

- (1) Assumes taxable value increases based on proposed improvements, plus 2% annual increases for inflation thereafter.
- (2) Assumes Millage Rates remain constant.

Tax Increment Financing Reimbursement Table
224 Washington Redevelopment Project
Grand Haven, Michigan
May 28, 2025

	12	13	14	15	16	17	18	19	20	
	2037	2038	2039	2040	2041	2042	2043	2044	2045	TOTAL
Total State Incremental Revenue	\$ 15,752	\$ 16,245	\$ 16,748	\$ 17,261	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,528
State Brownfield Revolving Fund (50% of SET)	\$ (1,969)	\$ (2,031)	\$ (2,094)	\$ (2,158)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (21,691)
State TIR Available for Reimbursement	\$ 13,783	\$ 14,214	\$ 14,655	\$ 15,104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,837
Total Local Incremental Revenue	\$ -	\$ 16,911	\$ 17,434	\$ 17,969	\$ 18,513	\$ 19,069	\$ 19,636	\$ 20,214	\$ 20,804	\$ 150,550
BRA Administrative Fee - 5%	\$ -	\$ (1,556)	\$ (1,604)	\$ (1,654)	\$ (926)	\$ (953)	\$ (982)	\$ (1,011)	\$ (1,040)	\$ (9,726)
Local TIR Available for Reimbursement	\$ -	\$ 15,354	\$ 15,830	\$ 16,315	\$ 17,588	\$ 18,116	\$ 18,654	\$ 19,204	\$ 19,764	\$ 140,824
Total State & Local TIR Available	\$ 13,783	\$ 29,569	\$ 30,484	\$ 31,419	\$ 17,588	\$ 18,116	\$ 18,654	\$ 19,204	\$ 19,764	\$ 292,661
DEVELOPER										
DEVELOPER Reimbursement Balance	\$ 632,518	\$ 618,736	\$ 589,167	\$ 558,682	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264
<hr/>										
<u>MSHDA Housing Development Costs</u>	\$ 632,518	\$ 618,736	\$ 589,167	\$ 558,682	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264	
State Tax Reimbursement	\$ 13,783	\$ 14,214	\$ 14,655	\$ 15,104	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,837
Local Tax Reimbursement	\$ -	\$ 15,354	\$ 15,830	\$ 16,315	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,499
Total MSHDA Reimbursement Balance	\$ 618,736	\$ 589,167	\$ 558,682	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264	\$ 527,264	
<hr/>										
<u>Local Only Costs</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Annual Developer Reimbursement	\$ 13,783	\$ 29,569	\$ 30,484	\$ 31,419	\$ -	\$ -	\$ -	\$ -	\$ -	
<hr/>										
LOCAL BROWNFIELD REVOLVING FUN										
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ 17,588	\$ 18,116	\$ 18,654	\$ 19,204	\$ 19,764	\$ 93,325
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ 17,588	\$ 18,116	\$ 18,654	\$ 19,204	\$ 19,764	\$ 93,325
Total LBRF Capture										

* Up to five years of capture for LBRF Deposit activities are reimbursed. May be taken from only.

Footnotes:

- (1) Assumes taxable value increases based on improvements, plus 2% annual increases for ir
- (2) Assumes Millage Rates remain constant.

Table 3

Rent Loss Gap Calculation

**120% AMI Control Rent Table*

**MSHDA Control Rent Table*

FORMULA	Location	Type	Control Rent*	-	Project Rent	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
MSHDA Control Rent	Ottawa	1 bedroom	\$2,993	-	\$1,200	=	\$1,793	x	3	x	12	x	15	=	\$968,220	\$322,740
TOTAL Eligible Housing Subsidy									3						\$968,220	\$322,740

224 Washington Ave

Project Information Review

For Use By: City of Grand Haven



SECTION 1

Project Overview

Executive Summary

SCOPE

The City of Grand Haven (“Grand Haven”) engaged Plante Moran Realpoint (“PMR”) to provide third-party support for an application by 224 Washington LLC (the “Sponsor”). The application seeks \$1,017,394 in Michigan Economic Development Corporation (MEDC) grant funding to assist with the construction and rehabilitation of the property. Additionally, the application requests \$202,909 in tax incremental revenue over a 15-year period through the Brownfield Rehabilitation program, and \$232,312 in total valued property tax abatement through the Obsolete Property Rehabilitation Act (OPRA) tax exemption for 12 years. PMR reviewed the following items provided by the Sponsor:

1. Pro forma including key assumptions and cash flows
2. Project plans, narrative, site plans, and programming
3. Available due diligence studies

METHODOLOGY

1

PMR generated conservative and optimistic scenarios to stress the Sponsor pro forma and understand the impact of any variances in project assumptions

2

Relevant market data was collected to understand key assumptions such as contributed land value, rental rates, and other assumptions driving the Sponsor underwriting

3

Based on PMR’s high-level review of the developer-provided budget and pro forma financials, a “but for” methodology is used to determine the need for the requested incentive

FINDINGS

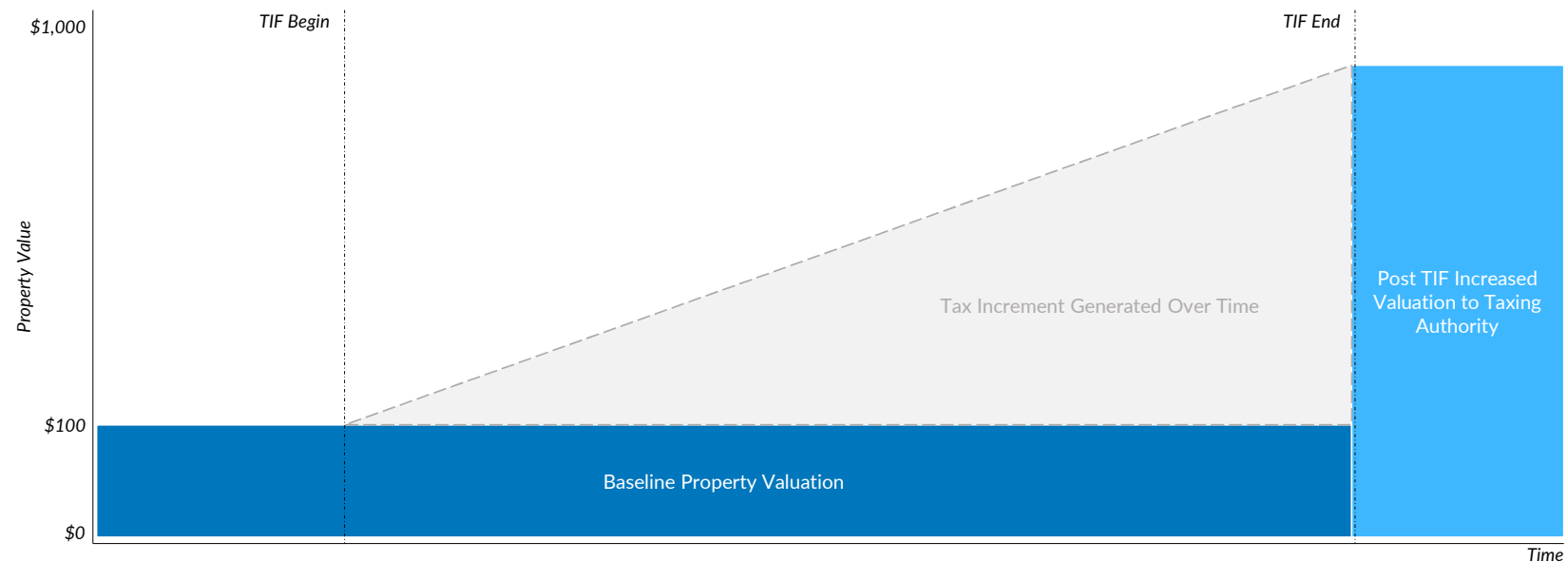
Based on PMR’s high-level review of the developer-provided budget and pro forma financials, but-for the city loan and tax abatement, Sponsor returns may be insufficient to undertake the proposed redevelopment without incentives. Given the goals of the City of Grand Haven and the financial model proposed by the Sponsor, some modifications for consideration are detailed below:

1. Parking Control Risk
 - The Sponsor explained that the project will have no on-site parking and instead will utilize public parking
 - A city parking lot is located behind the project and the tenants are expected to purchase parking passes for that lot if desired
 - The Sponsor does not control this parking, either short or long-term, and could lose this amenity, challenging the ability of the Sponsor to rent the units at underwritten levels
 - The lack of parking control could be an impediment to future financings, creating issues at loan maturity
2. Project’s financial feasibility is highly dependent on grant funding
 - The sponsor is requesting a \$1,017,394, or 27.5% of the total project cost, grant from MEDC
 - In the conservative scenario outlined in the pro forma review slide, the average DSCR is already quite low, making the project challenging to finance
 - If additional equity capital is required due to loan sizing, Sponsor returns would be minimal, and the deal may not be viable

BROWNFIELD TAX INCREMENT FINANCING (TIF)

WHAT IS A BROWNFIELD TIF?

- A Brownfield Tax Increment Financing (TIF) is a financial tool used to encourage the redevelopment of brownfield sites, which are properties that may be contaminated, blighted, or otherwise underutilized. The process helps make redevelopment projects financially viable by offsetting the additional costs of dealing with brownfield conditions. Here's how it works:
 1. **Redevelopment and Increased Value:** When a brownfield site is redeveloped, its value typically increases
 2. **Tax Increment:** This increase in value leads to higher property taxes, with the difference between the old tax revenue and the new, higher tax revenue called the "tax increment"
 3. **Capturing the Increment:** The tax increment is captured by a local Brownfield Redevelopment Authority (BRA) and used to reimburse the developer for eligible costs associated with cleaning up and redeveloping the site



Project Summary

PROGRAM SUMMARY

Total Project Cost	\$3.7 Million	
<u>Residential Unit Mix</u>	<u># of Units</u>	<u>Sq Ft</u>
One Bedroom	5	501
Two Bedroom	2	886
<u>Commercial Units</u>	7	598
<u>Storage Units</u>	14	286
Total		14,528

SPONSOR

224 Washington LLC is a seasoned development firm with a track record in housing, mixed-use, and contractor suite projects, particularly in Grand Haven. Founder and CEO Kyle Doyon is a real estate professional with over 30 years of experience spanning construction, property management, and development. Kyle began his career in construction and later expanded into development, bringing a hands-on understanding of the built environment to every project. His early work in Boston included hundreds of custom home remodels and historic building refurbishments, giving him a deep appreciation for both craftsmanship and adaptive reuse.

Through Apex Management, Kyle oversaw operations for 15 companies and managed 150+ properties. While 224 Washington LLC has not previously received TIF or MSHDA funding, the team assembled for this project brings extensive experience with approved and pending brownfield and MSHDA work plans across Michigan communities, including mixed-use, multifamily, and for-sale housing developments.

In Grand Haven, Apex Management successfully delivered the Sheldon-Lee Project, a restored Victorian home featuring rentable hospitality space and a commercial ground floor and the 168th Commercial Contractor Suites, a shovel-ready, 20,000 sq ft flexible commercial space tailored for small and medium-sized businesses. Beyond Michigan, Kyle is advancing five workforce housing developments in Cape Coral, Florida, through Coast Life Companies LLC. These Live Local Act-eligible projects will deliver over 200 housing units, 16,600 sq ft of commercial space, 16 contractor suites, 100 executive offices, and a café across multiple sites.

Currently, 224 Washington LLC is preparing to revitalize a long-vacant building in downtown Grand Haven. The proposed redevelopment includes a two-story multifamily structure with ground-floor retail and office space, as well as a new lower level with individualized storage units for residents. The site benefits from adjacent public and city parking, with overnight passes available for tenants.

SITE AERIAL



Project Summary

DEVELOPMENT RATIONALE AND AFFORDABILITY

Development Rationale

- The property, owned by 224 Washington LLC, has been vacant for at least seven years
- As a highly visible property in Downtown Grand Haven, municipal leaders have informed PMR that residents and neighboring property owners frequently ask about future plans for the property
- The site is designated as functionally obsolete in downtown Grand Haven
 - The project aims to stimulate additional investment in the surrounding community by repurposing the vacant structure into a mixed-use facility
 - This facility will include both attainable and market-rate residential units, retail and office commercial spaces, and storage units for each resident and tenant
- The site has been left in a dilapidated state, with significant amounts of abandoned debris, furniture, and clutter
 - While structurally sound, the property suffers from a significant roof leak, uneven floors, unfinished bathrooms, and damaged walls
 - This results in a maze of non-functional rooms in need of significant rehabilitation

Proposed Affordability

- The Sponsor proposes income restrictions on 43% of the units, designating 3 one-bedroom units for tenants earning 100% AMI or less, for a period of 15 years

KEY DOCUMENTS RECEIVED

- PMR received the following documents from the Sponsor and were relied upon for this report:
 1. Brownfield Redevelopment Plan dated 5.28.2025
 2. Act 146 Obsolete Property Rehabilitation Act (OPRA) Application & Designation Request dated 5.28.2025
 3. Architectural schematics and site plans dated 11.1.2025
 4. MCRP proforma workbook
 5. CopperRock preconstruction estimates dated 12.27.2024
 6. WMCB Lending Term Proposal dated 12.23.2024
 7. Correspondence with the Sponsor

KEY CONCEPT – “BUT FOR” TEST

- The National Housing Council defines this as a test used in many localities to ensure that new development or other activity that renders a property eligible for a tax abatement would not have occurred *but for* the requested incentive



SECTION 2

Assumption Review

Market Research

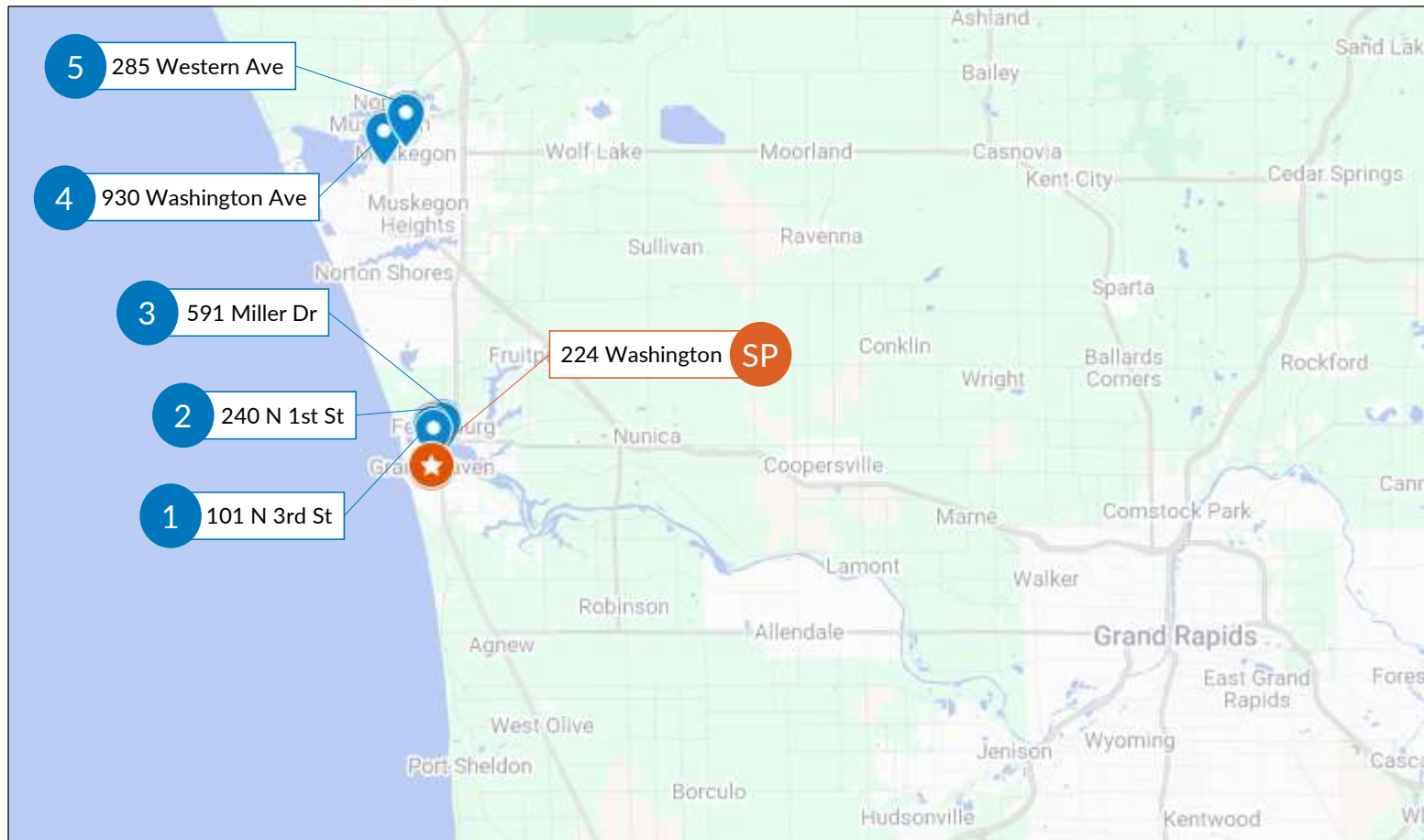
RESIDENTIAL MARKET COMPS

To provide context to the proposed residential rents at the development, PMR conducted market research to identify comparable properties to the proposed redevelopment in terms of size and age. PMR identified four comparable properties and analyzed unit mix and rents to determine market rent by unit type in the area. This analysis shows the proposed 1BR rents at this development, detailed on the right-most column, are slightly above-market while the proposed 2BR rents are in-line with the market, and as such the assumptions are considered supportable.

	COMP 1			COMP 2			COMP 3			COMP 4			COMP 5			AVERAGE			SPONSOR PRO FORMA		
																					
Address	101 N 3rd St			240 N 1st St			591 Miller Dr			930 Washington Ave			285 Western Ave						224 Washington		
City, ST	Grand Haven, MI			Grand Haven, MI			Grand Haven, MI			Muskegon, MI			Muskegon, MI						Grand Haven, MI		
Year Built	2023			2022			2015			1902 / 2005			2018						Proposed		
	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent	Units	SF	Rent
Studio	-	-	-	10	593	\$1,554	-	-	-	-	-	-	-	-	-	10	593	\$1,554	-	-	-
1 Bedroom	19	626	\$1,469	51	697	\$1,781	44	808	\$1,473	33	658	\$1,229	27	675	\$1,160	35	707	\$1,468	5	501	\$1,267
2 Bedroom	20	949	\$2,132	65	1,067	\$2,187	124	1,060	\$1,722	-	-	-	20	956	\$1,709	46	1,043	\$1,889	2	886	\$1,800

Market Research






RESIDENTIAL MARKET COMPS MAP



Market Research

COMMERCIAL MARKET COMPS

To provide context to the proposed commercial rents at the development, PMR conducted market research to identify comparable properties to the proposed redevelopment in terms of size and lease type. PMR identified four comparable properties and analyzed lease types, lease sign dates, and rent/SF to determine the current market rent/SF by lease type in the area. This analysis shows the proposed commercial rent/SF at this development, detailed on the right-most column, are slightly above market, shown in the average column.

	COMP 1			COMP 2			COMP 3			COMP 4			AVERAGE			SPONSOR PRO FORMA		
																		
Address	1 S Harbor Dr			233 Washington Ave			220 Washington Ave			216 Washington Ave						224 Washington Ave		
Lease Sign Date	Nov 2023			Feb 2024			Jan 2025			Jun 2023								
City, ST	Grand Haven, MI			Grand Haven, MI			Grand Haven, MI			Grand Haven, MI						Grand Haven, MI		
Year Built	1984			1975			1945			1900/1950						Proposed		
	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Leased	Rent/ SF	Lease Type	SF Avail	Rent/ SF
Retail	-	-	-	-	-	-	Mod Gross	2,078	\$19.95	Mod Gross	2,613	\$14.95	Mod Gross	4,691	\$17.16	Mod Gross	2,504	\$23
Office	Mod Gross	960	\$19.06	Mod Gross	1,600	\$20.63	-	-	-	-	-	-	Mod Gross	2,560	\$20.04	Mod Gross	1,681	\$23

Market Research






COMMERCIAL MARKET COMPS MAP



Market Research

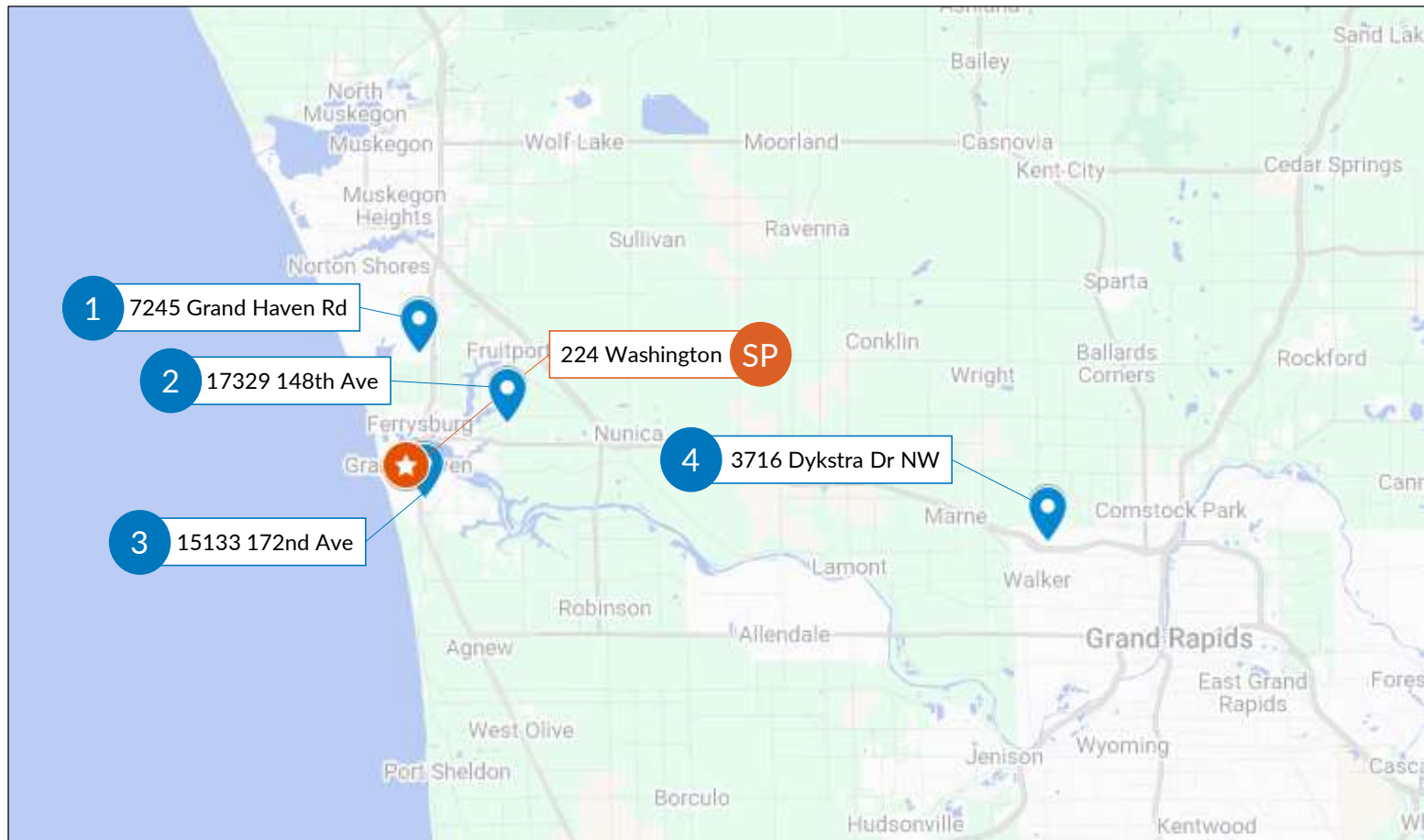
STORAGE MARKET COMPS

To provide context to the proposed storage rents at the development, PMR conducted market research to identify comparable properties to the proposed redevelopment in terms of size and location. PMR identified four comparable properties and analyzed unit sizes and rents to determine market rent by unit size in the area. This analysis shows the proposed storage rents at this development, detailed on the following slides, are below market, and therefore supportable assumptions.

	COMP 1			COMP 2			COMP 3			COMP 4			AVERAGE			SPONSOR PRO FORMA		
																		
Self Storage Name	U-Store and Lock			Prestige Storage			Northwest Self Storage			Bill Tysman Mini Storage						224 Washington Ave		
Address	7245 Grand Haven Rd			17329 148th Ave			3716 Dykstra Drive NW			15133 172nd								
City, ST	Norton Shores, MI			Spring Lake, MI			Grand Rapids, MI			Grand Haven, MI						Grand Haven, MI		
	Type	SF	Rent	Type	SF	Rent	Type	SF	Rent	Type	SF	Rent	Type	SF	Rent	Units	SF	Rent
	10x10	100	\$52	10x10	100	\$78	10x10	100	\$80	10x10	100	\$70	10x10	100	\$70			
	10x20	200	\$92	10x20	200	\$114	10x20	200	\$110	10x20	200	\$110	10x20	200	\$106.50			

Market Research

STORAGE MARKET COMPS MAP



Sources and Uses

<u>SOURCES</u>	<u>SPONSOR PROVIDED</u>	<u>SPONSOR PROVIDED, NO INCENTIVES</u>	<u>PMR</u>	<u>COMMENTARY</u>
West Michigan Community Bank Loan	\$1,850,000	\$1,850,000	\$1,850,000	Sponsor provided assumption is 50% TDC
MEDC Grant	\$1,017,394	\$0	\$1,017,394	Sponsor request
Deferred Developer Fees	\$150,000	\$150,000	\$150,000	Developer is postponing the receipt of this fee to future cash flow, to make the project returns more reasonable
Owner Equity	\$679,900	\$1,697,294	\$679,900	
Total Sources	\$3,697,294	\$3,697,294	\$3,697,294	

USES

Acquisition	\$679,900	\$679,900	\$679,900	The Sponsor acquired the property in 2020
Hard Costs	\$2,289,761	\$2,289,761	\$2,289,761	
Soft Costs	\$620,931	\$620,931	\$620,931	
Contingency	\$106,702	\$106,702	\$106,702	4.7% of hard costs
Total Uses	\$3,697,294	\$3,697,294	\$3,697,294	All cost estimates provided by Sponsor

Assumption Review

<u>OPERATING ASSUMPTIONS</u>	<u>SPONSOR PROVIDED</u>	<u>PMR CONSERVATIVE</u>	<u>PMR OPTIMISTIC</u>	<u>COMMENTARY</u>
MONTHLY RENTAL INCOME				
One Bedroom (per unit)	\$1,267	\$1,040	\$1,267	The Sponsor's 1BR and 2BR \$/SF assumptions exceed market rents. PMR incorporated these figures in the optimistic scenario, while the conservative scenario applied market \$/SF to the Sponsor's average 1BR and 2BR unit sizes.
Two Bedroom (per unit)	\$1,800	\$1,605	\$1,800	
Storage Income	\$350	\$350	\$350	Sponsor did not confirm storage rates. PMR assumed a market-supported rate of \$50/unit/month.
Vacancy, Concessions & Collection Loss	5%	10%	2%	Adjusted based on property size (7 units).
MONTHLY COMMERCIAL INCOME				
Retail/Office Rent	\$8,021	\$7,601	\$8,021	Although the Sponsor's \$/SF assumptions exceed local market comparables, due to the vintage of nearby comps PMR largely agrees with the Sponsor-provided rents. In the conservative scenario PMR adjusted the office rents down to \$20/sf.
Storage Income	\$350	\$350	\$350	Sponsor did not confirm storage rates. PMR assumed a market-supported rate of \$50/unit/month.
Vacancy, Concessions & Collection Loss	8%	12%	8%	PMR considers an 8% stabilized vacancy rate optimistic for commercial units. Based on the extended marketing periods observed for comparable leases, a 12% rate was used in the conservative scenario.
Income / Expense Growth Rates	3% / 3%	2% / 3%	3% / 3%	PMR largely agreed with the Sponsor provided 3% growth assumptions, which are consistent with the market. In the conservative scenario, PMR reduced the income growth rate to 2%.
Operating Expenses (Annually, Per MF Unit) Excluding Property Taxes	\$5,649	\$5,649	\$5,400	Sponsor annual OpEx/unit is in-line with market, which was used in the PMR conservative scenario. Optimistic scenario reduces OpEx by ~ \$250/unit.
Property Taxes (Annually, Per MF Unit)	\$3,773	\$3,773	\$3,773	All property taxes include the OPRA tax abatement.
Operating Expenses, Including Property Taxes (Annually, Per MF Unit)	\$9,422	\$9,422	\$9,173	

Financial Pro Forma Review

OPERATING PERFORMANCE	SPONSOR PROVIDED	SPONSOR PROVIDED, NO INCENTIVES	PMR CONSERVATIVE	PMR OPTIMISTIC	COMMENTARY
<u>First Stabilized Year</u>					
Effective Gross Income	\$242,546	\$237,118	\$211,005	\$248,930	
Less: Expenses	\$70,337	\$91,497	\$70,337	\$70,337	PMR noted the operating expenses excluding real estate tax were below comparable property expense ratios. An adjustment is reflected in the conservative scenario.
Net Operating Income	\$172,208	\$145,621	\$140,668	\$178,593	
Less: Debt Service	\$156,198	\$156,198	\$156,198	\$156,198	\$1.85M loan with 6.95% interest, amortized over 25 years.
Leveraged Cash Flow	\$16,011	(\$10,577)	(\$15,530)	\$22,395	

SPONSOR RETURNS

<u>Project-Level Returns</u>					
Stabilized Yield on Total Cost	4.66%	3.94%	3.68%	4.83%	Sponsor assumed cash flows stabilize in Year 4.
Leveraged Cash on Cash (No City Participation)	6.23%	5.37%	2.10%	6.78%	Assumes equity investment increases to \$1,697,291. Average CoC over the 30 years of modeled cash flows.
Stabilized Year Debt Service Coverage Ratio (DSCR)	1.10	-0.93	-0.87	1.16	DSCR < 1.0 means project cash flow is insufficient to cover debt service. The closer it is to 1.00, the less likely it is to secure financing. Most lenders require a DSCR of at least 1.20–1.40.
Passes “But For” Test	Yes				



SECTION 3

Findings

PMR Findings – Summary of Project Financials and Need for Support

ACQUISITION AND DEVELOPMENT

1. Lack of controlled parking creates financing risk, as well as future rentability for residential units in a scenario where the Sponsor loses its designated parking spaces
2. The project's financial viability is highly dependent on receiving a relatively large (~28% of total sources) MEDC grant
3. The development team appears qualified to undertake the proposed project, given their experience with similar rehabilitation projects, work to-date in assembling the Brownfield Plan & OPRA Application, and generally demonstrated local market knowledge
4. Project plan appears able to effectively revitalize a currently blighted and under-utilized property which, without development incentives, would likely be difficult to undertake

PROFITABILITY AND DISPOSITION

1. Sponsor did not provide detailed disposition plans or a long-term hold strategy, other than committing to keep 43% of the units affordable for 15 years in the Brownfield Plan
2. The project's stabilized yield-to-cost is below the minimum return benchmarking to market expectations, even with incentives
 - i. Prequin, a financial data and information provider, created a preferred return report concluding project returns are below the minimum highlighted preferred return of 5%, suggesting returns are insufficient for typical market participants and justifying the need for the requested grant, Brownfield TIF, and OPRA tax abatement
3. Average leveraged cash-on-cash returns, without factoring in any incentives or funding, are projected to be 2.1%-6.8%
 - i. Compared to the 90-day SOFR and Treasury Bill returns, which are viewed in the market as “risk-free” investments, the project's profitability appears to be low given the risk in real estate development
 - 90-Day Average SOFR: 4.34%
 - 90-Day Average T-Bill: 4.24%
 - ii. Development and rehabilitation projects inherently carry additional risk - investors expect to be compensated for that risk through higher returns
 - iii. Project projected returns being close to risk-free investments demonstrate the need for requested financial support and incentives

- A. This Report reflects the information available as of the date of its publication. The information, recommendations, analysis, and conclusions contained herein are, in whole or in part, derived from and dependent on information provided by Sponsor and Kalamazoo, their affiliated and related entities, and other third parties neither contracted by nor controlled by PMR. PMR is not a certified public accountant and cannot conduct reviews or audits of such information. Therefore, PMR provides no opinion on, or assurance of, the reliability of such information. Misstatements and/or material misstatements in such information may exist that impact the results of the analysis, recommendations and conclusions provided herein.
- B. PMR:
- i. Does not make (nor shall be deemed to have made) any representation, warranty, or guarantee as to the accuracy, completeness, utility or relevance of any of the contents of this report;
 - ii. Shall not have any obligation to update any of the contents of this report; or
 - iii. Shall not be responsible or liable (or be deemed responsible or liable) for any lack of accuracy, utility, completeness or relevance of, or any interpretations of or conclusions drawn from any of the contents of this report.
- C. The receipt of this report, or the use of any information contained herein, is subject to the disclaimers, limitations, and qualifications set forth herein. The recipient of any contents of this report assumes full responsibility for any use of, or reliance upon, of any such information contained herein.

CITY OF GRAND HAVEN

Planning Department

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



TO: Ashley Latsch, City Manager

CC: Dana Kolleywehr, Assistant City Manager

FROM: Brian Urquhart, City Planner

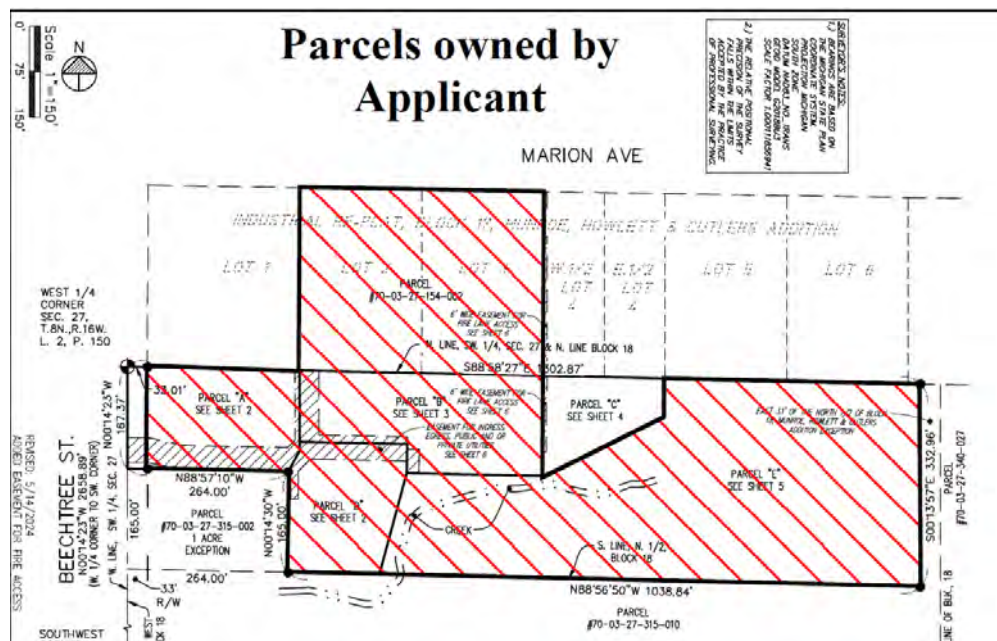
DATE: September 11, 2025

SUBJECT: PolyPly Rezoning from I to TI – 2nd reading

Tom White of PolyPly, submitted a zoning change application to rezone three parcels located near 924 S. Beechtree St. (parcels #70-03-27-315-012; 315-015; 315-013) from I, Industrial to TI, Transitional Industrial, for an expansion at PolyPly Composites at 1540 Marion Ave. The vacant land can accommodate the 55,000 sq. ft. expansion to the facility for additional parking, access and stormwater management. The total area of land to be rezoned is 8.42 acres.

Lot Split

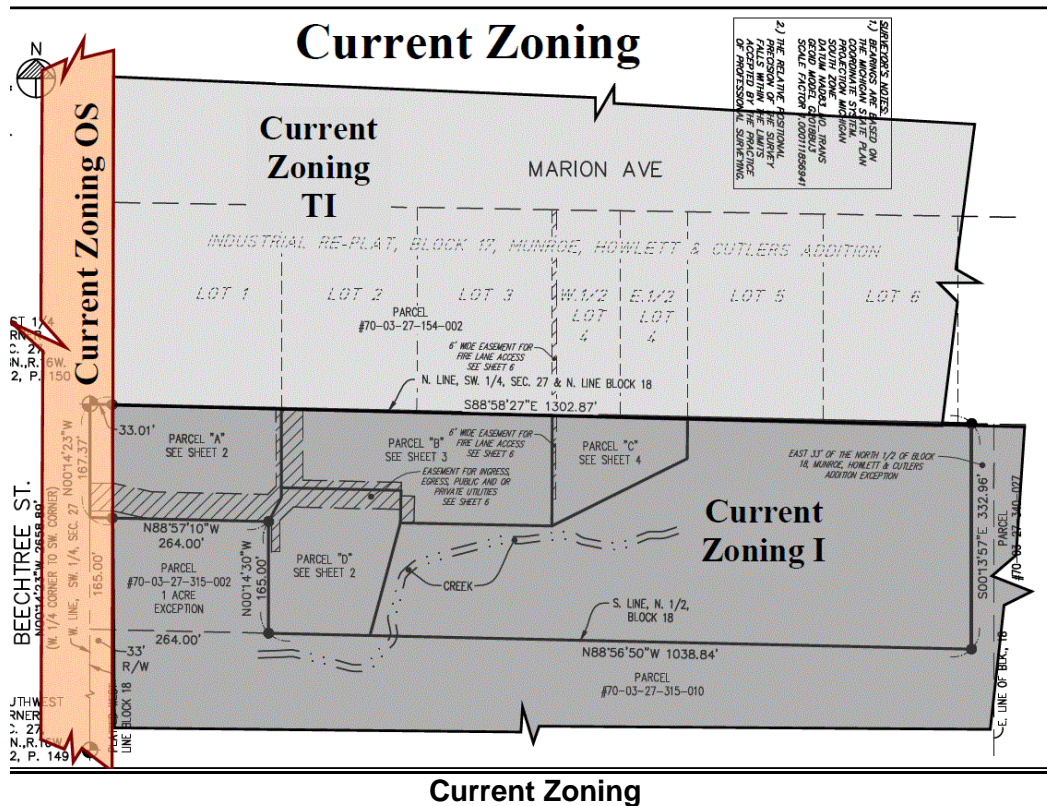
In 2024, the Planning Commission approved a lot split of 924 Beechtree into 5 separate parcels. The intent at the time was to sell properties for industrial development to other users. However, earlier this year, PolyPly purchased four of the five parcels. In addition to the facility at 1540 Marion Ave., the purchase of the properties provided enough land for their expansion. See below:



With the expansion crossing into two different zoning districts, it was recommended they apply for a

rezoning of Parcels A, B, and D as shown on the map. Staff stated the parcels could remain zoned Industrial, however best practice is to maintain a building and accessory uses within the same underlying zoning district.

Please note two parcels, Parcels C and D, located to the east and southeast, will remain Industrial and within the Sensitive Area Overlay.

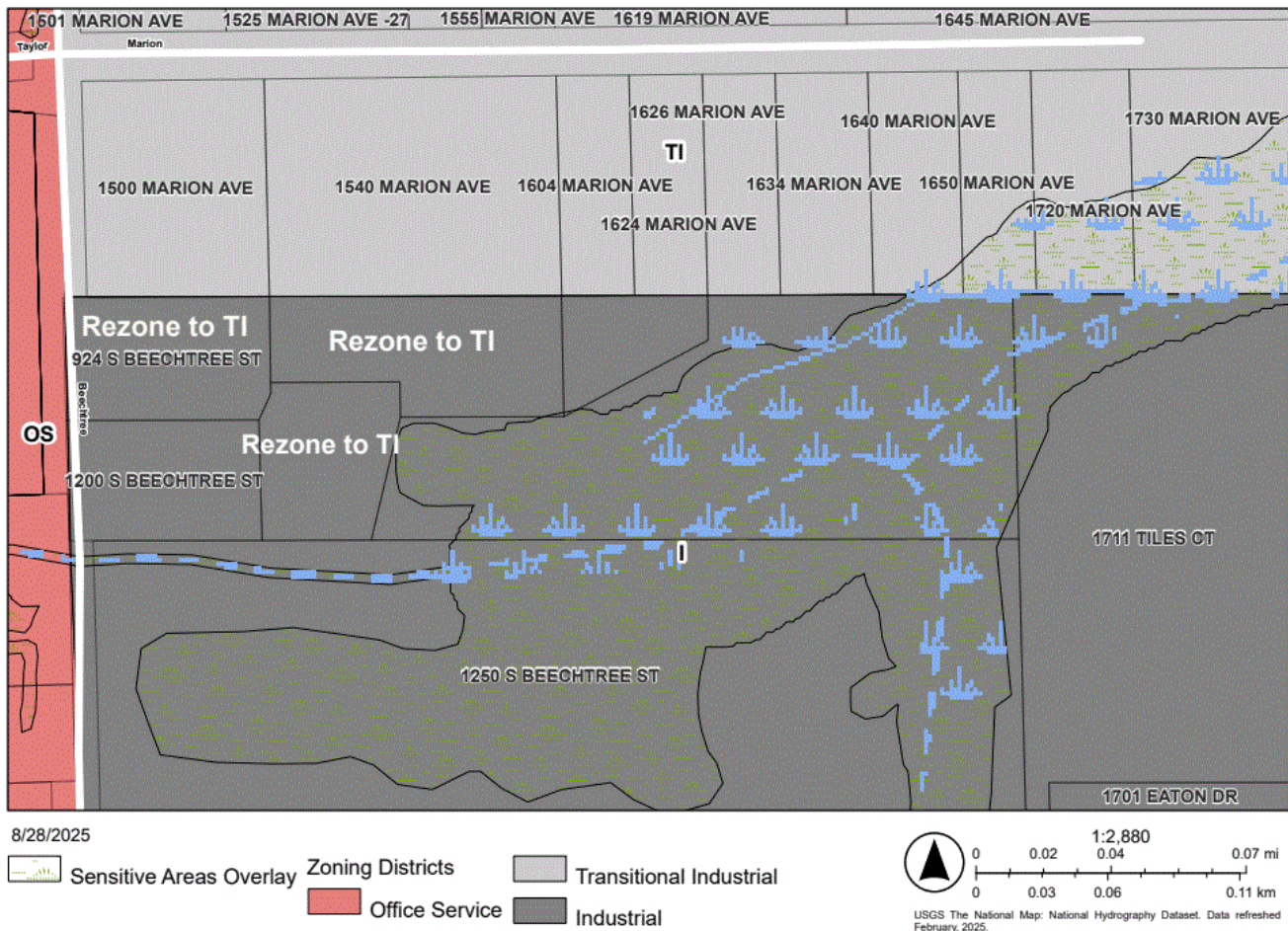


Planning Commission meeting

On August 12th, the Planning Commission held a public hearing and received no comments regarding the rezoning request. The Planning Commission unanimously recommended approval of the rezoning of the three parcels from Industrial to Transitional Industrial based on the following reasons listed in Sec. 40-121.A of the zoning ordinance:

1. The rezoning is consistent with the city's adopted master plan.
2. The rezoning is consistent with the recent development trends in the area.
3. The rezoning is compatible with existing or future land uses in the vicinity.
4. Existing or planned public infrastructure, including streets, sanitary sewers, stormwater, water, sidewalks, and street lighting are capable of accommodating potential changes in land use resulting from the rezoning.
5. The rezoning is consistent with the intent and purpose of the Zoning Ordinance and would protect the health, safety, and welfare of the city.

PolyPly Rezoning from I to TI



Proposed rezoning

City Council Action

Following a successful rezoning, PolyPly can submit a site plan for review to the Planning Commission for their proposed expansion.

Attachments:

Draft zoning ordinance amendment, rezoning application, supplemental information, draft August 12th PC meeting minutes

**CITY COUNCIL
CITY OF GRAND HAVEN
Ottawa County, Michigan**

Council Member _____, supported by Council Member _____,
moved the adoption of the following Ordinance:

ORDINANCE NO. **2025-**____

AN ORDINANCE TO APPROVE REZONING FROM THE INDUSTRIAL DISTRICT
TO THE TRANSITIONAL INDUSTRIAL DISTRICT.

THE CITY OF GRAND HAVEN ORDAINS:

Section 1. Rezoning. Parcel Numbers 70-03-27-315-012, 70-03-27-315-013, and 70-03-27-315-015, collectively including 8.42 acres, legally described on Exhibit A, are rezoned from the Industrial District to the Transitional Industrial District. The rezoning of these parcels is based upon a consideration of the following factors in Section 40-121 of the City of Grand Haven Zoning Ordinance, and the following findings.

1. The rezoning is consistent with the city's adopted master plan.
2. The rezoning is consistent with the recent development trends in the area.
3. The rezoning is compatible with existing or future land uses in the vicinity.
4. Existing or planned public infrastructure, including streets, sanitary sewers, stormwater, water, sidewalks, and street lighting are capable of accommodating potential changes in land use resulting from the rezoning.
5. The rezoning is consistent with the intent and purpose of the Zoning Ordinance and would protect the health, safety, and welfare of the city.

Section 2. Effective Date. This Ordinance shall take effect 20 days after its adoption or upon such later date as required by Public Act 110 of 2005, as amended.

YEAS:

NAYS:

ABSTAIN:

ABSENT:

APPROVED: _____ 2025

Draft Date
8/25/2025

I certify that this ordinance was adopted by the City Council of the City of Grand Haven at a meeting held on _____, 2025, and published in the Grand Haven Tribune, a newspaper of general circulation in the City.

Marie Boersma, City Clerk

Introduced: _____

Adopted: _____

Published: _____

Effective: _____

EXHIBIT A

Legal description of Parcel Numbers 70-03-27-315-012, 70-03-27-315-013, and 70-03-27-315-015

4904-7236-8227 v1 [57570-1]

Attachment C

CITY OF GRAND HAVEN

Planning Department

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



TO: Ashley Latsch, City Manager
CC: Dana Kolleywehr, Assistant City Manager
FROM: Brian Urquhart, City Planner
DATE: September 11, 2025
SUBJECT: Centertown RFP recommendation

In July, the city went out to bid for request for proposals (RFP) for the Centertown Vision Plan update. The Centertown Vision Plan was last adopted in 2014. Over the past 11 years, Centertown has experienced changes in development pressure, business and investment opportunities, and stakeholder values. Based on these factors, the city sought assistance from consulting firms to help update the Centertown Vision Plan.

The city received two proposals: Better City and McKenna. A review committee comprised of staff and DDA and Planning Commission Chairs, met to review the proposals. A high importance in selecting a consultant was placed on stakeholder engagement and implementation practices.

Following review, the committee made the recommendation to select McKenna. The recommendation was presented to the Planning Commission and the DDA, in which both boards agreed to move forward with McKenna. If approved, the city will apply for Redevelopment Ready Communities (RRC) Technical Assistance funds, which cover up to seventy-five percent (75%) of the total cost.

Included in the packet is McKenna's executive summary and the Centertown Vision RFP.

DATE: September 5, 2025
TO: City of Grand Haven Planning Commission
FROM: Brian Urquhart, City Planner
RE: Centertown Vision Plan RFP

In July, the city went out to bid for request for proposals (RFP) for the Centertown Vision Plan update. The Centertown Vision Plan was last adopted in 2014. Over the past 11 years, the city has experienced changes in development pressure, business and investment opportunities, and stakeholder values. Based on these factors, the city is seeking assistance from consulting firms to aid in the Centertown Vision Plan update. A review committee comprised of staff and DDA and PC Chairs met to review the proposals. A high emphasis was placed on stakeholder engagement and implementation practices.

The city received two proposals: Better City and McKenna. After review, the committee is making a recommendation to select McKenna as the consultant. Staff is not requesting a formal motion, but rather a consensus from the Planning Commission. The DDA will also do the same at their meeting on Thursday. If all parties agree, the request to select McKenna as the consultant will be on the next City Council meeting agenda.

Attached is the executive summary from McKenna. Full copies of both RFPs can be provided upon request.

SECONDARY STREET INTERSECTION
IMPROVEMENTS

POTENTIAL EXPANSION AREA

POTENTIAL IMPROVEMENTS AND
REDEVELOPMENT ZONES

POTENTIAL POCKET PARK OR POCKET
PARK IMPROVEMENTS

PARTIAL OR
POTENTIAL

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JACKSON AVENUE

MADISON AVENUE

ELLIOT AVENUE

FULTON AVENUE

5TH STREET

COLUMBUS AVENUE

WASHINGTON AVENUE

FRANKLIN AVENUE

6TH STREET

7TH STREET

S. BEACON ROAD (US-31)

REQUEST FOR PROPOSALS

Centertown Vision Plan Update

GRAND HAVEN, MICHIGAN



POTENTIAL BUILDING
IMPROVEMENT/
REDEVELOPMENT

POTENTIAL
INFILL/PARKING

POTENTIAL
COMMERCIAL
INFILL

POTENTIAL
PURCHASE FOR
PUBLIC USE



Introduction & Background

The City of Grand Haven is seeking proposals from qualified planning consultants or consultant teams to assist with updating the **Centertown Vision Plan**, originally adopted in 2014. Centertown is one of Grand Haven's key neighborhood commercial districts, and the Vision Plan serves as a guide for land use, transportation, connectivity, urban design, economic development, and community investment in the area.

This update is driven by several key factors:

- **Development Pressure & Opportunity:** The area is experiencing increasing development interest, along with evolving community needs and expectations. There is strong potential to better connect Centertown with Downtown Grand Haven, creating a more unified and vibrant urban core. The updated Vision Plan should propose recommendations that reflect current economic realities while aligning with the City's long-term planning vision.
- **Economic and Real Estate Shift:** The local economy and real estate market are seeing increased demand for higher-density, mixed-use development. Private investors are frequently requesting land use allowances comparable to those found in the Downtown zoning district, pointing to a need for clarity and consistency in planning policy.
- **Community Feedback:** Community surveys and engagement efforts have consistently emphasized the desire for:
 - Stronger physical and visual connections between Centertown and Downtown
 - Improved pedestrian environments
 - More vibrant, mixed-use spaces
- **Alignment with Downtown Transformation Strategy:** This initiative directly supports Priority 2 of the Grand Haven Main Street DDA Transformation Strategy—to "improve connectivity through thoughtful placemaking efforts that create links between key areas, fostering community interaction and strengthening the overall flow between districts."

The City recognizes this as a pivotal moment to ensure Centertown evolves in a way that is intentional, inclusive, and responsive to the needs of residents, businesses, and future generations. The updated plan will serve as a strategic roadmap to guide development, infrastructure investments, and community partnerships in the district.

Project Goals & Objectives

The updated Vision Plan should:

- Reaffirm the community's shared vision for Centertown;
- Integrate updated data, trends, and policy considerations;
- Incorporate significant public engagement and input;
- Identify strategies to encourage infill development and adaptive reuse;
- Address mobility and streetscape improvements for all users;
- Recommend short- and long-term implementation actions.

The updated plan should align with the **City's Master Plan, Capital Improvement Plan (CIP)**, and other adopted documents, while offering specific, actionable guidance.



Scope of Work

The selected consultant will be expected to complete the following tasks, with room for flexibility based on experience and recommendations:

Phase 1: Project Initiation and Data Collection

- Review the existing Centertown Vision Plan and related documents.
- Gather and analyze current conditions: land use, zoning, demographics, real estate trends, mobility, infrastructure, and economic indicators.
- Conduct site visits and spatial analysis.

Phase 2: Community Engagement

- Develop a community engagement plan with City staff.
- Host community meetings, stakeholder interviews, conduct surveys and/or similar engagement tools.
- Ensure input is gathered from a diverse and representative cross-section of residents, business owners, and other stakeholders.

Phase 3: Plan Development

- Prepare draft updates to the Centertown Vision Plan, including:
 - Future land use recommendations
 - Design guidelines or character concepts
 - Placemaking, parks, and public realm strategies
 - Economic development opportunities
- Coordinate review with staff and community at key milestones.

Phase 4: Final Plan and Adoption Support

- Revise the draft based on feedback.
- Present the final plan to the Planning Commission and City Council.
- Provide digital and print-ready versions of the plan and maps.



SELECTION PROCESS AND CRITERIA

The City of Grand Haven will review and evaluate all complete proposals in response to this Request for Proposals (RFP) to identify and engage with qualified planners. An initial response to this RFP must include the following information:

- ✓ Letter of Interest
- ✓ Firm Qualifications: Description of the firm and project team, including experience with similar community planning efforts.
- ✓ Project Understanding and Approach
- ✓ Proposed Work Plan and Schedule
- ✓ Public Engagement Strategy
- ✓ Key Personnel and Resumes
- ✓ References: Contact information for at least three clients with similar projects.
- ✓ Fee Proposal: Proposed cost for services, broken down by task or phase.

City of Grand Haven staff may seek additional information upon receipt of the proposal.

The RFP and responses should not be considered a legally binding agreement. The City of Grand Haven reserves the right to reject any or all proposals, waive informalities, and select the proposal deemed most advantageous to the City.

Proposal Format

One (1) digital PDF version of proposal shall be submitted by the deadline stated in the attached schedule to:

Brian Urquhart
City Planner
burquhart@grandhaven.org

Maria Boersma
City Clerk
clerk@grandhaven.org

Budget and Timeline

The City anticipates a project budget not to exceed \$20,000.00 subject to City Council approval. The desired timeframe for completion is approximately 4-6 months from the project start date. Expected start date is November 2025.

SELECTION PROCESS AND CRITERIA CONT'D

Scoring Considerations:

- Understanding of project goals
- Experience and qualifications
- Quality and creativity of the approach
- Public engagement strategy
- Proposed cost
- References and past performance

RFP Released	7/25/2025	Available on City website
Questions and Clarifications Due	8/8/2025	Submit questions to burquhart@grandhaven.org
City Responses Due	8/13/2025	Responses to questions will be posted on the City website www.grandhaven.org
RFP Submittals Due	8/22/2025	Submissions must be sent to burquhart@grandhaven.org and clerk@grandhaven.org by 5:00 p.m.
Proposals Reviewed	8/23/2025-9/1/2025	
Consultant Selected	9/15/2025	Selection to take place at City Council meeting after recommendation from Planning Commission and Main Street Downtown Development Authority

CONTACT / QUESTIONS

Questions may be directed to:
Brian Urquhart
City Planner
(616) 935-3276
burquhart@grandhaven.org

Centertown Vision Plan Update – Proposal Summary

Submitted by McKenna – August 22, 2025

Purpose

Update the **Centertown Vision Plan** to guide the future of the 7th Avenue corridor and surrounding areas. The updated plan will focus on land use, transportation, design, parking, and overall vibrancy—ensuring Centertown remains a welcoming, walkable, and distinctive district while strengthening its role as a gateway to downtown Grand Haven.

Firm Overview

- **McKenna** – 47 years of planning, urban design, and community development experience across the Midwest.
- Current work in **85+ communities**, specializing in master planning, corridor redevelopment, and placemaking.
- Local office in **Grand Rapids, MI** with strong regional knowledge.

Proposed Approach

- **Grounded in existing plans** – Build on the 2017 Centertown Vision Plan and other city documents.
- **Robust engagement** – Interviews, workshops, charrettes, open houses, and online surveys to ensure inclusive participation.
- **Design focus** – Character-defining features, mobility improvements, and placemaking strategies.
- **Implementation-driven** – Action plan with timelines, funding sources, and a two-year work plan for City staff/committees.

Scope of Work

1. **Kick-off & Background Assessment** – Review past plans, analyze land use, transportation, and market trends.
2. **Public Engagement** – Stakeholder interviews, community workshops, surveys, and open house.
3. **Plan Updates & Alternatives** – Land use scenarios, zoning recommendations, streetscape and redevelopment concepts.
4. **Centertown Plan 2026** – Framework for development, design guidelines, mobility improvements, and streetscaping standards.
5. **Adoption** – Presentations to Planning Commission & City Council for formal adoption.

Timeline

- **4–6 months** from contract execution.
- Engagement, plan drafting, and adoption spread across late 2025 – early 2026.

Project Team

- **Chris Khorey, AICP** – Project Director (McKenna VP)
- **Har Ye Kan, AICP** – Project Manager (HYK Consulting)
- **Nicholas Rolinski** – Community Planning & Design Consultant
- **Support staff** – Associate planners, design staff, and senior art director for graphics/branding.

Deliverables

- Updated **Centertown Vision Plan 2026** with:
 - Development and character framework
 - Streetscape and mobility plans
 - Public space and corridor design guidelines
 - Strategic action and implementation plan

Cost Proposal

- **Total Fixed Fee: \$20,004** (lump sum, includes all work).
- Billed monthly on percentage of work completed.
- Itemized tasks:
 - Startup & Background Assessment – \$5,043
 - Public Engagement – \$5,216
 - Plan Updates & Alternatives – \$6,766
 - Plan 2026 – \$1,490
 - Adoption – \$1,489

CITY OF GRAND HAVEN

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollwehr, Assistant City Manager *DK*

DATE: September 11, 2025

SUBJECT: Chinook Pier Land Lease

In September 2024, City Council authorized city staff to enter into a public-private partnership and begin negotiations with Copper Rock Construction for redeveloping the city-owned Chinook Pier property. Since then, staff have been working with the developer on due diligence and future project planning while the land lease was negotiated.

Enclosed is the final draft of the land lease between the City of Grand Haven and 301 North Harbor LLC, the Limited Liability Corporation established for this project. This agreement reflects the City's project requirements for Copper Rock, which lead to additional costs for public amenities that do not generate significant extra income for the project. These include investments in and management of public infrastructure, the construction of a farmer's market and public restrooms, and the relocation of the mini golf course. Additionally, the City is transferring maintenance responsibilities for the parking lot and surrounding grounds to Copper Rock. Finally, based on extensive public and stakeholder input, the City limited the developer's ability to build a project that would maximize revenue in a historically seasonal site by not allowing a residential component, reducing project density, and including the aforementioned public amenities.

In recognition of these factors, including the City's interest in encouraging redevelopment of the site, promoting long-term economic growth, and generating new job opportunities, the land lease reflects these dynamics.

The land lease's initial term is for thirty-five years with an escalating lease rate, providing the best chance of future tenant success in a historically challenging year-round commercial site. Land lease rates are identified in Exhibit C.

Upon execution of the agreement, the City and Copper Rock will proceed promptly with the remaining due diligence, incentive preparation, and site plan review and approval process. It is anticipated that the project will begin in the spring of 2026.

AGREEMENT FOR GROUND LEASE

THIS AGREEMENT FOR GROUND LEASE (this “Agreement”) is effective as of the last date signed by a Party below (the “Effective Date”), by and between the CITY OF GRAND HAVEN, a Michigan body corporate, having offices at 519 Washington Avenue, Grand Haven, Michigan 49417 (“Lessor”), and 301 NORTH HARBOR, LLC, a Michigan limited liability company, having offices at 601 Fifth Street NW, Suite 300, Grand Rapids, Michigan 49504 (“Lessee”). Lessor and Lessee are sometimes collectively referred to herein individually as a “Party” or collectively as the “Parties.”

Background

A. Lessor owns certain real property and improvements located in the City of Grand Haven, Ottawa County, Michigan, commonly known as 301 North Harbor Drive, Grand Haven, Michigan 49417, PPN: 70-03-20-280-025 (the “Chinook Pier Parcel”). The Chinook Pier Parcel is more fully described on the attached **Exhibit “A-1”**.

B. As part of an open request for proposal (“RFP”) process, Lessor requested public submissions for the redevelopment of an approximately 3.4 acre portion of the Chinook Pier Parcel (the “Property”). The Property is bounded by the Grand River, Harbor Drive, Bicentennial Park and the Grand Haven Yacht Club. The Chinook Pier Parcel and the portion of the Chinook Pier Parcel comprising the Property is depicted on the attached **Exhibit “A-2”**.

C. CopperRock Construction, Inc., a Michigan corporation (“CopperRock”) submitted a proposal as part of the RFP process (the “CopperRock Proposal”) and Lessor selected CopperRock to redevelop the Property. Lessee is an affiliate of CopperRock and is currently a wholly owned subsidiary of CopperRock.

D. Lessor and Lessee are entering into this Agreement to further the potential redevelopment of the Property pursuant to the general conditions of the RFP and the CopperRock Proposal.

Agreement

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Property. Subject to the terms and conditions of this Agreement, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Property. The Property shall include the building, improvements, fixtures and appurtenances situated upon the real property, if any; all easement rights benefitting the Property; any other rights that benefit the Property; and other similar items located at or benefitting the Property that are used in connection with the Property.

2. Ground Lease; Lease Rate; Term. The lease for the Property (the “Ground Lease”) shall be negotiated by Lessor and Lessee during the Investigation Period (defined below in Section 4). The Ground Lease: (i) shall not have a term in excess of thirty five (35) years; (ii) shall provide for base rent on the terms identified on the attached **Exhibit “C”**; and (iii) with the exception of (x) any expenses to be allocated per this Agreement or the General Lease proportionately among the Property and certain adjoining property due to joint use; and (xx) any expenses to be allocated proportionately between the Lessee and the Lessor related to Lessor’s exclusive use of other portions of the Property, Lessee shall be responsible for all maintenance and repair of the Property at Lessee’s sole cost and expense. The Ground Lease shall be executed by Lessor and Lessee at the Closing.

3. Conditions Precedent. This Agreement and Lessee's obligation to execute the Ground Lease and close hereunder shall be conditioned upon the satisfaction and fulfillment of the following conditions precedent prior to the expiration of the Investigation Period.

A. Investigations. Lessee and/or its agents and representatives shall have the right to enter the Property and have the Property and improvements located thereon inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to condition of improvements, structure, plumbing and mechanical systems and the presence of wood destroying insects; the service agreements related to the Property; market value; soil conditions; geotechnical; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; signage; zoning; compliance with laws, codes and ordinances; suitability for Lessee's intended use; and any other matter reasonably desired by Lessee pertinent to Lessee's obligations under this Agreement and the Ground Lease. In the event any of the investigations are not satisfactory to Lessee, for any or no reason, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

B. Property Reports. Lessor shall deliver to Lessee within seven (7) days from the Effective Date all items listed on the attached **Exhibit "B"** to the extent the same are within the reasonable possession and control of Lessor (collectively, the "Property Reports"). Lessor agrees to cooperate with Lessee to have the Property Reports updated, renewed or certified to Lessee, at Lessee's cost, if so desired by Lessee. Any information obtained by Lessee regarding the Property that has not otherwise been delivered by Lessor as stated herein shall also be considered "Property Reports" in this Agreement. In the event any of the information disclosed in the Property Reports is not satisfactory to Lessee, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

C. Title. Lessor shall deliver to Lessee within fourteen (14) days from the Effective Date of this Agreement a commitment for an owner's policy of title insurance issued by Transnation Title Agency of Michigan, 921 Division Avenue N, Grand Rapids, Michigan, 49503 ("Escrow Agent" or "Title Company") (the "Title Commitment"). Lessee shall have until forty five (45) days after receipt of both the Title Commitment and the Survey (defined below in Section 3.D; but not beyond expiration of the Investigation Period) to examine the Title Commitment and Survey and to notify Lessor in writing of objections to specific matters identified therein (the "Title Objections"). If Lessee fails to deliver the Title Objections to Lessor within such period, the condition of title revealed by the Title Commitment and Survey shall be deemed accepted. If Lessee timely notifies Lessor of the Title Objections, Lessor shall have ten (10) business days within which to notify Lessee that it will cause the Title Objections to be removed, corrected, remedied, or insured over by procuring appropriate endorsements to the Title Policy to Lessee's reasonable satisfaction on or before the Closing Deadline (defined below in Section 5). If Lessor does not give Lessee notice of its election within said ten-business-day period, Lessor shall be deemed to have elected not to remedy, correct, remove, or endorse over the Title Objections. If Lessor does not, or is deemed to not, elect to remedy, correct, remove, or endorse over the Title Objections, Lessee shall have ten (10) business days within which to elect either of the following as its sole remedy: (i) proceed with the transaction and lease the Property subject to the Title Objections (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Lessor.

D. Survey. Lessee may order a new ATLA/ACSM land title survey (the "Survey") of the Property, showing the legal description of the Property, all easements affecting the Property, all structures and improvements thereon, and such other matters desired by Lessee. Lessee may

also elect to take an assignment and re-certification of any existing Survey of the Property, which Survey(s), if any, shall be delivered to Lessee as part of the Property Reports. Lessor shall reasonably cooperate with any such assignment and/or re-certification, provided, however, that the cost of such assignment and/or re-certification, if any, shall be borne exclusively by Lessee. Lessee shall have the right to work with the engineer, Lessor and any third parties to establish the final Survey and certifications in a manner that is acceptable to Lessee in its sole discretion. In the event Lessee determines it cannot obtain an acceptable Survey, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

E. Environmental Matters. Lessee may, at its expense, conduct such environmental site evaluations of the Property as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment, or other reports as deemed necessary by Lessee, its lenders or advisors (collectively, the "Site Investigation Reports"). Such evaluations may include soil sampling, soil borings, ground water sampling, and drilling. In the event such investigations reveal or disclose conditions that are not acceptable to Lessee, and Lessor refuses or fails to remediate such conditions in a manner acceptable to Lessee prior to Closing, then Lessee shall have the right to terminate this Agreement in accordance with Section 4.

F. Governmental Incentives. Lessee may apply for and attempt to obtain any governmental incentives, benefits, entitlements, approvals, or permits related to the Lessee's intended redevelopment of the Property and/or necessary or desirable for Lessee to redevelop and utilize the Property for Lessee's intended use, as Lessee sees fit in its sole discretion (collectively, "Governmental Incentives"). Lessor agrees that during the term of the Agreement, Lessor will reasonably cooperate (and will not oppose) any applications Lessee may desire to submit to any governmental authorities relating to obtaining any such Governmental Incentives or information upon the request of Lessee. In the event Lessee determines it cannot obtain Governmental Incentives acceptable to Lessee, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

G. Governmental Approvals. Lessee's obligations hereunder shall be conditioned upon receipt of all governmental, zoning, architectural, design, and/or building code approvals necessary or desirable for Lessee's operation of the Property for Lessee's intended use, including, without limitation, special use permits, site plan approval, demolition permits, land division approvals, building permits, certificates of occupancy, tax incentives, and the like (collectively, "Governmental Approvals"). Such approvals shall include but are not limited to site plan, zoning, special use, and/or any other approvals desired by Lessee of the Property by governmental bodies or agencies that have jurisdiction over or otherwise govern the Property. Lessor agrees that during the term of this Agreement that Lessor will sign and support any applications Lessee may desire to submit to any governmental authorities related to obtaining any such approvals, permits or information in furtherance of Lessee's intended use and/or development of the Property. In the event Lessee is unable to obtain all such desired approvals or permits on terms and conditions acceptable to Lessee in its sole discretion, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

H. Financing. Lessee's obligations hereunder shall be conditioned upon Lessee's ability to secure financing for its redevelopment of the Property on terms and conditions reasonably acceptable to Lessee. In the event Lessee is unable to secure such financing on terms and conditions acceptable to Lessee in its sole and absolute discretion, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

I. Leases. In connection with Lessee's primary intended use of the Property, the Lessee intends to negotiate the terms and conditions of one or more lease agreements, and related agreements, by and between Lessee as landlord and third parties as tenants with respect to buildings to be constructed by Lessee on the Property (the "Project Leases"), during the pendency of the Investigation Period. In the event Lessee has not received commitments for Project Leases from prospective tenants in a condition acceptable to Lessee in its sole and absolute discretion, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

J. Development Agreement. Lessor may wish to impose certain terms and conditions for the redevelopment of the Property, which terms and conditions would be identified and stated in a written development agreement between Lessor and Lessee (the "Development Agreement"). If desired, such Development Agreement will be negotiated and completed during the Investigation Period. It is expected that the Development Agreement will require, among other things, that: (i) Lessor shall retain the exclusive right to manage the riverwalk, boat slips, fish cleaning station and miniature golf facilities currently located on the Property; (ii) Lessee's redevelopment of the Property shall be in harmony with the foregoing uses, provided however that the miniature golf facility may be relocated to accommodate Lessee's redevelopment plans; and (iii) the Property will generally be redeveloped consistent with the conceptual plan attached to this Agreement as **Exhibit "A-3"**. In the event the Development Agreement, if requested by Lessor, is not fully executed by Lessee and Lessor on terms acceptable to Lessee in its sole and absolute discretion, Lessee shall have the right to terminate this Agreement in accordance with Section 4.

4. Right to Terminate; Right to Extend Investigation Period.

A. Investigation Period. The period commencing with the Effective Date of this Agreement and expiring twelve (12) months from the Effective Date shall be referred to as the "Investigation Period". In the event any of the Conditions Precedent set forth in Section 3 are not fulfilled or satisfied in accordance with their respective terms during the Investigation Period Lessee shall have the right to either (i) waive such condition and proceed to Closing, or (ii) terminate this Agreement by delivery of written notice of termination to Lessor and the Title Company ("Termination Notice") prior to expiration of the Investigation Period; provided, however, that any notice of any Title Objections must be provided by Lessee to Lessor pursuant to the terms and conditions of Section 3.C above. The Lessee shall have the right to extend the Investigation Period two (2) times for up to six (6) additional months (each an "Extension Period") upon delivery of written notice to Lessor on or before the expiration of the initial Investigation Period or the Extension Period then in effect. If Lessee exercises its option to extend, the term "Investigation Period" shall mean the initial Investigation Period as so extended.

B. Effect of Termination. Lessee may terminate this Agreement, for any reason, prior to expiration of the Investigation Period. Upon termination of this Agreement by Lessee, all rights and obligations of the Parties hereunder shall immediately and forever terminate with the exception of those rights and obligations that are expressly intended to survive termination of this Agreement. Upon termination by Lessee during the first twelve (12) months of the Investigation Period, Lessor shall have the right to purchase any and all Property Reports in Lessee's possession from Lessee at Lessee's cost. Upon termination by Lessee during any Extension Period, Lessor shall have the right to purchase any and all Property Reports in Lessee's possession from Lessee at fifty percent (50%) of Lessee's cost. Upon termination of this Agreement for any reason, Lessee shall return the Property to its condition at the start of the Investigation Period.

5. Closing. The Ground Lease, and, if applicable, the Development Agreement shall be signed (the "Closing") upon the earlier of (i) ten (10) days written notice from Lessee to Lessor, or (ii) the

fifteenth (15th) day following the expiration of the Investigation Period (the “Closing Deadline”). At Closing, Lessor shall make the Lessor’s Closing Deliveries described in Section 6 and Lessee shall make the Lessee’s Closing Deliveries described in Section 7.

6. Lessor’s Closing Deliveries. At the Closing, Lessor shall deliver to Lessee the following items, which shall be in a form and substance reasonably satisfactory to Lessee and Lessor:

- A. An updated Title Commitment from the Title Company that is acceptable to Lessee;
- B. Possession of the Property to Lessee;
- C. Evidence of termination of any service agreements effecting the Property except to the extent that Lessee desires to continue any such service agreements, in which case Lessor shall deliver an assignment of such service agreements to Lessee;
- D. An assignment and delivery of all claims, guaranties, warranties, indemnities and all other rights, if any, which Lessor may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the Property, together with the originals of all such guaranties, warranties and such similar instruments;
- E. An assignment of all Property Reports, if any, including all plans and specifications relating to the Property and all licenses and certificates of occupancy, or such other comparable certificates or documents issued by the appropriate governmental authority, with respect to the Property or any part thereof, which Lessor has in its possession, as well as any other documentation as may be required by any statute, law, ordinance or regulation to allow the consummation of this sale;
- F. The Ground Lease, and, if applicable, the Development Agreement executed by Lessor; and
- G. Such other documents as are necessary and appropriate for the consummation of this transaction by Lessor.

7. Lessee’s Closing Deliveries. At Closing, Lessee shall deliver the Ground Lease, and, if applicable, the Development Agreement executed by Lessee, and such other documents, as are necessary and appropriate for the consummation of this transaction by Lessee.

8. Taxes. It is expected that to the extent the Property is owned by Lessor and used for public purposes per MCL 211.7m, as amended or restated, the Property shall remain exempt from real property taxes. To the extent the Property is not used for public purposes because of Lessee’s redevelopment of the Property, Lessee shall be responsible for those real property taxes. Lessee shall be responsible for any personal property taxes associated with its redevelopment of the Property.

9. Representations and Warranties of Lessor. Lessor hereby covenants, represents and warrants to Lessee, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing, the following statements are true.

- A. Lessor has the right, power and authority to enter into this Agreement and to lease the Property in accordance with the terms hereof. Lessor has the right, power and authority to enter

into all of the agreements, assignments and other documents contemplated by this Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Lessor are and shall be duly authorized to sign the same on Lessor's behalf and to bind Lessor thereto.

B. Lessor has not received any notice of, and has no knowledge of, existing violations on the Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance, except as may be disclosed in the Property Reports.

C. There are no leases, agreements, rights of first refusal, rights of first offer, options or other instruments or agreements in effect with respect to the Property to which Lessor is a Party.

D. With the exception of any disclosed service agreements, the Title Commitment and the Property Reports, there are no agreements, obligations, or other rights of third parties against the Property.

E. Lessor has no knowledge of any persons or entities claiming a right to possession of the Property except as disclosed in the Title Commitment or the Property Reports.

F. Lessor has good and marketable fee simple title to the Property, free and clear of any and all liens and other encumbrances other than any exceptions to title approved or deemed accepted by Lessee in its sole discretion; and there are no assessments presently outstanding or unpaid for local improvements or otherwise which have or may become a lien against the Property. Further, Lessor knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.

G. The execution and delivery of, and the performance of all obligations under, this Agreement by Lessor do not and will not require any consent or approval of any person or entity, and do not and will not result in a breach of any agreement or instrument to which Lessor is a Party.

H. There is no litigation, proceeding or investigation pending or, to Lessor's knowledge, threatened against or involving Lessor or the Property, and Lessor does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Lessee, Lessor or Lessor's title to or use of the Property, either before or after Closing, or which could have an adverse impact on Lessee or Lessee's title to or use of the Property after Closing.

I. Except as disclosed in the environmental reports delivered to Lessee as part of the Property Reports, Lessor represents and warrants that to the best of Lessor's knowledge, information and belief, the Property and Lessor: (i) are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"); (ii) are not the subject of and have not at any time in the past, been the subject of any "Superfund" evaluation or investigation; and (iii) are not the subject of any federal or state investigation or administrative proceeding evaluating whether any remedial action is necessary to respond to a release of any Hazardous Substance (as defined below). In addition, except as disclosed in the environmental reports delivered to Lessee as part of the Property Reports, Lessor and to Lessor's knowledge, all prior owners or possessors of the Property: (a) have not used, generated, stored, transported, disposed of, produced or processed any Hazardous Substance except in compliance with all Environmental Laws; (b) have not caused or permitted or have any knowledge of any release, disposal or discharge of any

Hazardous Substance on the Property; (c) have obtained all permits, licenses and other authorizations which are required under the Environmental Laws and have at all times been in full compliance therewith, except to the extent failure to have any such permit, license or authorization would not, individually or in the aggregate, have a material adverse effect; (d) have not transported or arranged for the transportation of any Hazardous Substance to any location which is listed, or listed for possible inclusion, on the National Priorities List under CERCLA (as described below) or on any similar state list or which is the subject of federal, state or local enforcement actions or other investigations which may lead to claims against Lessor or Lessee for clean-up costs, remedial work, damages to natural resources or for personal injury claims; and (e) have not filed any notice of claim or presented any claim to any insurance company for coverage related to any environmental matters. As used herein, the term "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including, but without limitation, asbestos, PCB's, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq., and any other hazardous or toxic substances or pollutants regulated under other applicable Environmental Laws.

J. With the exception of the Property Reports that have been delivered to Lessee, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies, service agreements, or reports and/or other written information related to the Property of which Lessor is aware or that are in Lessor's possession or control.

K. In the event any claim is made by any Party for the payment of any amount due for the furnishing of labor and/or materials to the Property or the Lessor prior to Closing, or in the event any lien is filed against the Property subsequent to Closing as a result of the furnishing of such materials and/or labor prior to Closing, Lessor shall immediately pay said claim and discharge said lien; provided, however, in the event Lessor desires to challenge or contest any such claim, Lessor must first bond over or place into escrow the amount necessary to pay such claim.

L. The Chinook Pier Parcel is correctly described in the legal description in **Exhibit "A-1"** and all of the improvements are located thereon, subject to any documented easements disclosed in the title commitment.

M. The Property is insured under a currently effective policy of comprehensive liability insurance which will be kept in full force and effect until the Closing.

N. Between the date hereof and the Closing, Lessor shall not commit any action that constitutes waste of the Property.

In addition to the Indemnification remedies set forth herein, if prior to the Closing Lessee shall discover that any of Lessor's representations and warranties are incorrect, Lessee, at its option, shall have the right to terminate this Agreement by giving written notice to Lessor with no liability on its part and recover from Lessor all reasonable costs and expenses necessarily incurred and actually paid by Lessee as a result of Lessor's breach of such representations and warranties.

Lessee hereby acknowledges and agrees that, except for the covenants, agreements, representations and warranties stated in this Agreement, Lessee is relying solely upon the inspection, examination, and evaluation of the physical condition of the Property by Lessee and that Lessee is leasing, and at Closing will accept, the Property on an "as is", "where is" and "with all faults" basis.

10. Representations and Warranties of Lessee. Lessee hereby represents and warrants to Lessor, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing, the following statements are true.

A. Lessee has the full power and authority to execute, deliver and perform this Agreement and all of Lessee's obligations under this Agreement.

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Lessee are and shall be duly authorized to sign the same on Lessee's behalf and to bind Lessee thereto.

C. The execution and delivery of, and the performance of, all obligations under this Agreement by Lessee do not and will not require any consent or approval of any person or entity, and do not and will not result in a breach of any agreement or instrument to which Lessee is a Party.

11. Indemnification.

A. Lessor agrees to indemnify and hold Lessee harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature (including court costs and attorney fees), arising from or related to (i) the inaccuracy or breach of any of Lessor's representations and warranties, and (ii) Lessor's breach of this Agreement.

B. Lessee agrees to indemnify and hold Lessor harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature (including court costs and attorney fees) arising from or related to (i) the inaccuracy or breach of any of Lessee's representations and warranties, (ii) Lessee's investigation of the Property during the Investigation Period, and (iii) Lessee's breach of this Agreement.

12. Use of the Property.

A. Lessor warrants and covenants that it shall not, without Lessee's written consent, (i) grant, convey or enter, any easement, lease, license or other legal or beneficial interest in or to the Property, (ii) enter into any contract, service contract, option agreement to transfer, convey or encumber the Property or any portion thereof, or (iii) materially change the physical condition of the Property or, except as otherwise provided herein, allow a material change in the physical condition of the Property to occur. Lessor further warrants that, upon receipt of any knowledge or notice of any threatened or pending (i) condemnation, (ii) action in lieu of condemnation, (iii) zoning change, (iv) assessment, (v) lien, (vi) claim, (vii) encumbrance, or (viii) similar matter that may affect the Property, its operation or development, Lessor shall promptly notify Lessee thereof.

B. Lessee warrants and covenants that upon execution of the Ground Lease, unless Lessor consents otherwise in writing, it shall redevelop the Property: (i) pursuant to, if executed, the Development Agreement; or (ii) if a Development Agreement is not executed, in a manner generally consistent with the CopperRock Proposal.

C. Until the Ground Lease is signed, nothing in this Section 12 shall prevent Lessor from continuing to manage and operate the Property in a manner consistent with its present use.

13. Condemnation; Casualty. Lessee shall have the right to terminate this Agreement if any part of the Property is destroyed without fault of Lessee or any part of the Property is taken or is threatened to be taken by eminent domain. Lessee shall give written notice of Lessee's election to

terminate this Agreement within ten (10) business days after Lessee receives written notice from Lessor of any such damage or threatened condemnation. In the event of such a termination by Lessee, the rights and obligations of the parties hereunder shall terminate.

14. Default and Remedies.

A. Lessee's Default; Lessor's Remedy. In the event that Lessee fails to close on the lease of the Property due to Lessee's default under the Agreement, and provided that the Lessor is not otherwise in default of this Agreement, then Lessor shall be entitled to all Property Reports in Lessee's possession, at no cost, as Lessor's sole and exclusive remedy, and upon receipt of such reports, this Agreement and all rights and obligations of the Parties shall terminate. The Parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered by Lessor as a result of Lessee's failure to complete the lease of the Property and that under the circumstances existing as of the date of this Agreement, the delivery of the Property Reports provided for in this Section represents a reasonable estimate of the damages which Lessor will incur as a result of such failure. The Parties acknowledge that the delivery of the Property Reports at no cost is not intended as a forfeiture or penalty.

B. Lessor's Default; Lessee's Remedies. In the event Lessor fails to timely perform any material act, or provide any material document or information required to be provided by Lessor, or in the event any representation and warranty made by Lessor pursuant to this Agreement is untrue when made, then Lessee shall be entitled to either (i) terminate this Agreement and receive Lessee's actual damages arising from Lessor's breach (including, but not necessarily limited to, reimbursement by Lessor to Lessee of all costs incurred by Lessee to conduct its due diligence during the Investigation Period); or (ii) seek specific performance of this Agreement.

C. Attorney Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

15. Assignment of Agreement. This Agreement may not be assigned or the rights under it otherwise transferred, by either Party, without the express written consent of the other Party.

16. Further Assurances. The Parties each agree to execute, acknowledge, deliver and do all such further acts, instruments and assurances, and to take all such further action before or after the Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions, rights and obligations set forth herein and contemplated hereby. Such assurances shall include working together in good faith and cooperating, both prior to and after Closing, with regard to achieving the prorations contemplated hereby. This provision shall survive Closing.

17. Brokers. Lessor and Lessee have engaged no broker or consultant in connection with the transaction contemplated by this Agreement other than CopperRock Real Estate, which acted as the broker for the Lessee and whose fees, if any, shall be paid exclusively by the Lessee. Lessor and Lessee agree to indemnify and hold the other Party harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorney fees and costs of litigation) that the other Party shall ever suffer or incur because of any claim by any broker or consultant. These obligations will survive Closing or termination of this Agreement.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF ALL UNDERTAKINGS AND AGREEMENTS OF THE PARTIES HERETO.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

D. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

E. This Agreement supersedes all prior discussions and agreements between Lessor and Lessee with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Lessor and Lessee with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Lessor and Lessee.

F. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon (i) personal delivery; or (ii) upon the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or (iii) when sent by private courier service for same-day delivery; or (iv) one day after being sent by private courier service for next-day delivery; or (v) on the business day that such notice or other communication is sent by electronic mail, or similar electronic device. The time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept delivery or inability to deliver because of changed address, of which no notice has been given, shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective addresses set forth below:

If to Lessor: CITY OF GRAND HAVEN
519 Washington Avenue
Grand Haven, Michigan 49417
Attn:
Email:

with copy to: Dickinson Wright PLLC
200 Ottawa Ave., NW
Grand Rapids, MI 49503
Attn: Ronald A. Bultje
Email: rbultje@dickinsonwright.com

If to Lessee: 301 NORTH HARBOR, LLC
601 5th Street NW, Suite 300

Grand Rapids, MI 49503
Attn: F. Dean Rosendall
Email: deanr@copperrockconstruction.com

with copy to: Schnelker, Rassi & McConnell, PLC
660 Cascade West Parkway SE, Suite 105
Grand Rapids, MI 49503
Attn: Jason S. Schnelker
E-mail: jason.schnelker@srmlawyers.com

G. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

H. If any date of performance hereunder falls on a Saturday, Sunday or legal holiday, such date of performance shall be deferred to the next day which is not a Saturday, Sunday or legal holiday.

I. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision is severed and deleted from this Agreement.

J. All negotiations regarding this Agreement, the existence thereof, and the terms and conditions of this Agreement shall be kept strictly confidential, and the Parties will not disclose any such information to any other persons, other than the Parties' respective advisors and internal staff and necessary third parties such as, for example, family members, prospective investors or lenders, or pursuant to rule of law or governmental order. No press release or other publicity release shall be issued by the Parties to the general public concerning the proposed transaction under this Agreement without mutual consent, unless required by law, and then only upon prior written notice to the other Party.

K. Electronic signatures (scanned PDF, DocuSign, etc.) are valid and enforceable.

[The rest of this page is intentionally left blank. Signature page and Exhibits to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the date first above written.

DATED: _____

LESSOR:

CITY OF GRAND HAVEN
a Michigan body corporate

By: _____
Name: _____
Its: Mayor

By: _____
Name: _____
Its: Clerk

DATED: _____

LESSEE:

301 NORTH HARBOR, LLC
a Michigan limited liability company

By: _____
Name: F. Dean Rosendall
Its: Manager

EXHIBIT "A-1"

PROPERTY LEGAL DESCRIPTION

PART OF NE 1/4 COM 255.33 FT N 22D 19M E, SW'LY 642.27 FT ALG 1004.93 FT RAD CURVE TO RIGHT (CHD BEARS S 86D 56M 50S W 631.39 FT), W'LY 33.83 FT ALG 812.5 FT RAD CURVE TO LEFT (CHD BEARS N 80D 04M 22S W 33.82 FT) & S 19.99 FT TO N LI HARBOR DR FROM INTERS OF N LI OF JACKSON ST & W LI OF 3RD ST, TH N 04D 36M E 87.06 FT, N 67D 44M W 125 FT, N 05D 30M W 101.71 FT, N 68D 04M 23S W 49.69 FT TO CONC MONUMENT AT WATERS EDGE, TH MEANDERING S'LY TO S LI OF LOT 12 ORIGINAL PLAT & N LI OF WASHINGTON ST EXTENDED, TH W TO W'LY LI OF HARBOR DR, TH N'LY ALG SD W'LY R/W LI TO BEG. SEC 20 T8N R16W, ORIGINAL PLAT & AKELEY'S ADD

EXHIBIT "A-2"

DEVELOPMENT OPPORTUNITY



Chinook Pier is bounded by the Grand River, Harbor Drive, Bicentennial Park, and the Grand Haven Yacht Club. The opportunity area presented in this RFP is located between the Train Park to the north and the Sailing Club to the south. The 3.4 acre opportunity area is entirely owned by the City of Grand Haven. The area has been partially cleared but is currently home to the Farmers Market and Chinook Pier Mini Golf. The site is within the MSDDA district, and the address and parcel number are as follows:

• 301 N Harbor Drive (70-03-20-280-025)

It is anticipated that new development may occur in phases and could include multiple buildings or incremental approaches to knit this site into the existing waterfront fabric. The recently updated zoning ordinance allows for multi-tenant commercial, eating/drinking, and retail establishments as a special land use on this site. A public-private partnership is envisioned for this development, as close coordination between the city and developer will be needed to determine the removal and reconstruction of sensitive public infrastructure elements, such as the Farmers Market.

Site Location Key



*Chinook Pier Parcel outlined in Red.

*Property is identified as the "Chinook Pier Opportunity Area"

EXHIBIT "A-3"

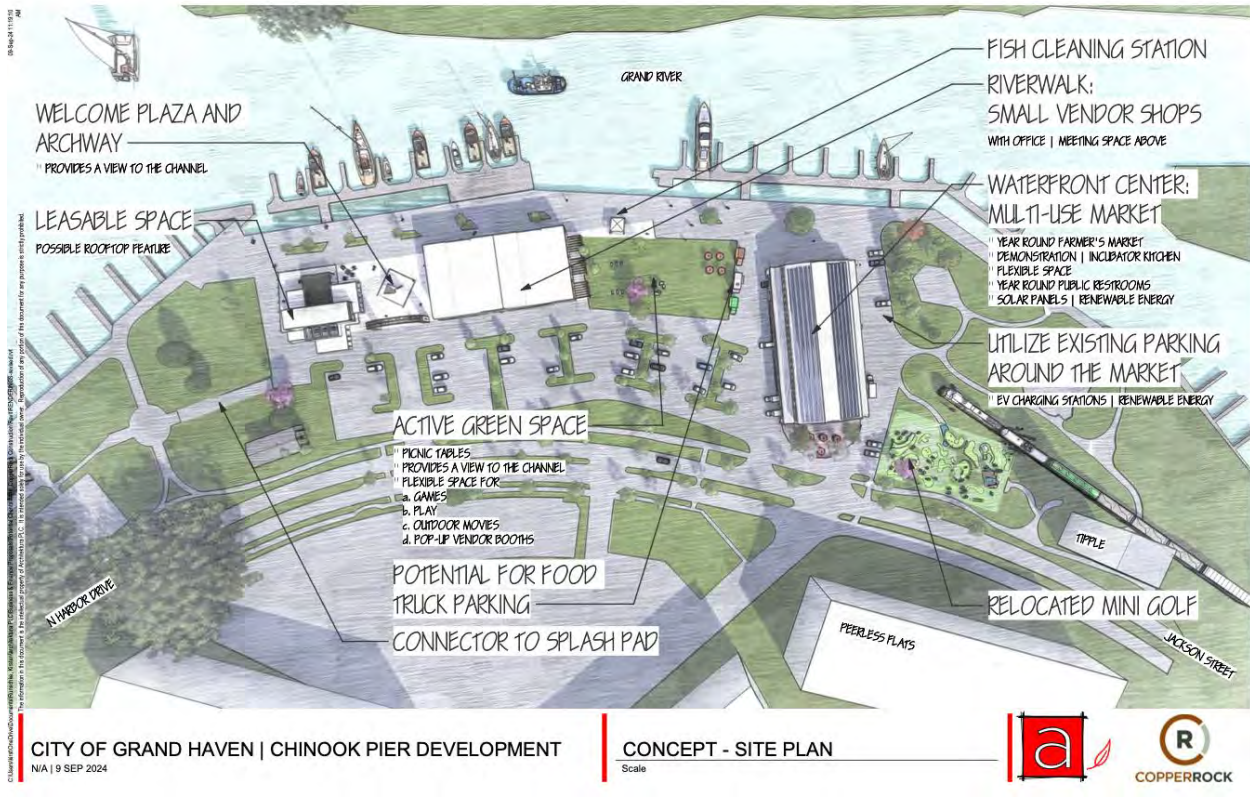


EXHIBIT “B”

PROPERTY REPORTS

Lessor shall deliver to Lessee, within seven (7) days from the Effective Date, all of the following Property Reports to the extent the same are within Lessor’s reasonable control or are reasonably obtainable by Lessor:

1. Receipted real estate tax bills for the past three years and any correspondence with local assessors and summaries of historic or current efforts to appeal, reduce or control taxes.
2. Copies of all current in force contracts with the Parties providing services or property to the Property.
3. List all of recurring services that are not contracted for (include vendor, cost and frequency).
4. Copies of all zoning, use, and occupancy permits, development approvals, site plan approvals, zoning approvals, master plan information, and all other governmental licenses, permits and approvals, including, without limitation, all Governmental Approvals and related and supporting materials, and all Governmental Incentives and related and supporting materials.
5. Copy of any existing environmental, ADA, structural, engineering, code compliance, and termite/infestation report, including compliance plans and O&M manuals, including, without limitation, any and all Site Investigation Reports.
6. Zoning, building, health or environmental notices received from any governmental authority with jurisdiction over the Property, including, but not limited to, notices of violations of zoning, building, health or environmental laws, rules or regulations, if any.
7. Copies of all engineering reports, soil studies, drainage studies, environmental assessments or reports, and wetland and floodplain studies.
8. Copies of all structural, mechanical, traffic, engineering, foundation inspection and repair, roof inspection and repair, and marketing reports and all addenda to such reports and correspondence in connection therewith.
9. Most recent “as built”, boundary, and topographic surveys of the Property and all other surveys of the Property in Lessor’s possession and/or readily obtainable.
10. Most recent “as-built” architectural and engineering plans and specifications.
11. Latest title reports in Lessor’s possession and latest Lessor’s title policy.
12. Listing and explanation of any pending litigation involving the Property.
13. List of personal property including maintenance parts inventory.
14. Any existing appraisals in Lessor’s possession or control.
15. Other items as reasonably requested by Lessee after review of the aforementioned items.

EXHIBIT "C"

BASE RENT SCHEDULE

Years 1 – 3 \$100.00 per year - \$100.00 due on the commencement date and each anniversary thereof.
Years 4 – 10 \$15,000 per year - payable in 12 equal monthly installments of \$1,250.
Years 11 – 15 \$20,000 per year – payable in 12 equal monthly installments of \$1,667.
Years 16 – 20 \$25,000 per year – payable in 12 equal monthly installments of \$2,083.
Years 21 – 25 \$30,000 per year – payable in 12 equal monthly installments of \$2,500.
Years 26 – 30 \$35,000 per year – payable in 12 equal monthly installments of \$2,917.
Years 31 – 35 \$40,000 per year – payable in 12 equal monthly installments of \$3,333.

TOTAL BASE TERM RENT = approximately **\$855,300**.

Renewal 1

Years 36 – 40 \$40,000 per year – payable in 12 equal monthly installments of \$3,333.
Years 41 – 45 \$45,000 per year – payable in 12 equal monthly installments of \$3,750.
Years 46 – 50 \$50,000 per year – payable in 12 equal monthly installments of \$4,167.

Renewal 2

Years 51 - 55 \$55,000 per year – payable in 12 equal monthly installments of \$4,583.
Years 56 – 60 \$60,000 per year – payable in 12 equal monthly installments of \$5,000.

Renewal 3

Years 61 – 65 \$65,000 per year – payable in 12 equal monthly installments of \$5,417.
Years 66 – 70 \$70,000 per year – payable in 12 equal monthly installments of \$5,833.

TOTAL BASE RENT RENEWAL YEARS 36-70 = approximately **\$1,925,000**.

TOTAL COMBINED BASE TERM AND FIRST 3 RENEWALS = approximately **\$2,780,300**.

Renewal 4

Years 71-80 \$5,000 annual fixed increase for each 5-year term.

Renewal 5 \$5,000 annual fixed increase for each 5-year term.

Years 81-90

Attachment D

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JULY 17, 2025

A regular meeting of the Grand Haven Board of Light and Power was held on Thursday, July 17, 2025, at 6:00 PM at Central Park Place, 401 Columbus Avenue in Grand Haven, Michigan and electronically via live Zoom Webinar.

The meeting was called to order at 6:00 PM by Chairperson Westbrook.

Present: Directors Crum, Knoth, Polyak, Welling, and Westbrook.

Absent: None.

Others Present: General Manager Rob Shelley, Secretary to the Board Danielle Martin, Finance Manager Lynn Diffell, Operations and Power Supply Manager Erik Booth, Distribution and Engineering Manager Austin Gagnon, and Information Technology Specialist Dan Deller.

25-11A Director Welling, supported by Director Polyak, moved to approve the meeting agenda.

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

Pledge of Allegiance

Public Comment Period:

Jim Hagen, 400 Lake Avenue, commented on an email he sent to the Board and City Council regarding energy efficiency and carbon reduction actions. Hagen would like the BLP to conduct a study on offering a special rate for heat pumps in the winter.

25-11B Director Welling, supported by Director Polyak, moved to approve the consent agenda. The consent agenda includes:

- Approve the minutes of the June 19th special meeting, June 19th closed session, June 19th regular meeting, June 25th special meeting, and June 25th closed session.
- Receive and File the June Financial Statements, Power Supply and Retail Sales Dashboards
- Receive and File the June Key Performance Indicator (KPI) Dashboard
- Receive and File the MPPA Energy Services Project Resource Position Report dated 06/30/2025
- Approve payment of bills in the amount of \$2,728,412.59 from the Operation & Maintenance Fund
- Approve payment of bills in the amount of \$782,454.18 from the Renewal & Replacement Fund

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JULY 17, 2025

- Approve confirming Purchase Order #23452 to Traverse City Light and Power in the amount of \$6,885 for mutual aid work
- Approve confirming Purchase Order #23464 to Waste Management in the amount of \$71,835 for coal yard cleanup landfill fees

The financial statements unaudited reports for the fiscal year 2025 end. Overall, sales were 0.75% under budget, expenses were 5% under budget, and there was a \$6.6 million increase in net assets.

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

25-11C Director Welling, supported by Director Crum, moved to approve the Purchase Orders. The Purchase Orders include:

- Purchase Order #23429 to Zervas Facility Maintenance in the amount of \$24,000 for fiscal year 2026 cleaning services at Eaton Drive
- Purchase Order #23454 to Interphase Office Interiors in the amount of \$6,637 for office furniture for the human resources office
- Purchase Order #23457 to C&S Solutions in the amount of \$15,890 for a new underground locator
- Purchase Order #23468 to CRC in the amount of \$16,500 for fiscal year 2026 call center services
- Purchase Order #23470 to CDW in the amount of \$8,366 for building wifi replacement
- Purchase Order #23479 to Verdantas in the amount of \$47,000 for engineering services for the Grand Avenue rebuild project
- Purchase Order #23480 to Verdantas in the amount of \$88,000 for engineering services for the circuits 21 and 22 rebuild project

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

25-11D Director Crum, supported by Director Welling, moved to approve the four policies as presented.

Four accounting policies were presented for the Board's consideration including a Cash Reserve Policy, Investment Policy, Purchasing Policy and Purchasing Authority Policy. Following Board approval, the Purchasing Authority policy will need to be approved by the City Council.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JULY 17, 2025

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

25-11E Director Welling, supported by Director Polyak, moved to approve the fiscal year 2026 rates as presented.

The proposed rates follow the recommendations of the Cost-of-Service Study presented in May. The adjustments will bring customer charges in closer alignment with the true cost to serve each class and are revenue neutral. Adjustments include increasing the monthly service charge, decreasing the energy charge, and resetting the base power cost. Changes will take effect for the October 2025 billing period. The proposed rates also include new monthly charges to comply with the requirements of the State's Low Income Energy Assistance Program and Energy Waste Reduction Program.

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried

25-11F The Chairman advised the Board will likely meet at Central Park Place again in August due to construction on its office at Eaton Drive. He also advised the Board completed its self-evaluation process during a special meeting held earlier this evening.

No formal action taken.

Other Business

- The General Manager advised the Board that key account meetings have been completed. Staff contacted 25 customers and community groups and about half accepted the invitation to meet. Feedback was positive overall and there was interest in discussing generation and community solar projects.

No formal action taken.

Public Comment Period:

Jim Hagen, 400 Lake Avenue, spoke on IRA incentives that are phasing out and encouraged the Board and City to take advantage of opportunities that exist.

Adjournment

At 6:30PM by motion of Director Welling, supported by Director Polyak, the July 17, 2025 Board meeting was unanimously adjourned.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JULY 17, 2025

Respectfully submitted,

A handwritten signature in cursive script that reads "Danielle Martin".

Danielle Martin
Secretary to the Board

DM

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JULY 17, 2025

A special meeting of the Grand Haven Board of Light and Power was held on Thursday, July 17, 2025, at 4:00 PM at Central Park Place, 421 Columbus Avenue, Grand Haven, MI.

The meeting was called to order at 4:00 PM by Chairperson Westbrook.

Present: Directors Crum, Knoth, Polyak, Welling, and Westbrook.

Absent: None.

Others Present: General Manager Rob Shelley, Secretary to the Board Danielle Martin, and Distribution and Engineering Manager Austin Gagnon.

25-10A Director Welling, supported by Director Polyak, moved to approve the meeting agenda.

Roll Call Vote:

In favor: Directors Crum, Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

25-10B The Board discussed the results of its self-evaluation.

The self-evaluation was conducted using the Governing Board Self-Evaluation Survey from the American Public Power Association's "Governing for Excellence" book. Survey instructions recommend further discussion on questions with an average score below 4. Four open-ended questions were also discussed. A summary of the Board's discussion follows:

- The Board appreciated the recent APPA on-demand training and would like to participate in similar training in the future.
- Staff will continue to share MMEA/MPPA/APPA event opportunities and members are encouraged to participate.
- The Board Secretary will ensure all members are receiving the APPA Public Power magazine.
- The Board is committed to improving the relationship with Grand Haven City Council and will continue to attempt to schedule a joint meeting following the election.
- Staff will continue to share Chamber event opportunities and members are encouraged to participate.
- The Board Secretary will document the process that is followed when there is a vacancy in the GM or an Executive Staff position.

No formal action taken.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
JULY 17, 2025

Public Comment – none.

Adjournment

At 4:53 PM by motion of Director Knoth supported by Director Welling, the July 17, 2025 special Board meeting was unanimously adjourned.

Respectfully submitted,

A handwritten signature in black ink that reads "Danielle Martin". The script is cursive and fluid.

Danielle Martin
Secretary to the Board

DM

CALL TO ORDER: 6:00PM 6/17/2025

COMMISSIONERS: Joe Middleton, Mike Poort, Georgette Sass (absent), John Williams

CITY LIAISON: Michael England (absent)

APPROVAL OF AGENDA: Motion to approve the agenda made by Williams, second by Middleton.
(Passed 3-0)

PUBLIC COMMENT: *No public was present for comment.*

APPROVAL OF MINUTES: Motion to approve the minutes from May 20th, 2025 made by Williams, second by Middleton. There were no additional comments. (Passed 3 – 0).

AGENDA

NEW BUSINESS:

- A. **Discussion** – The Duncan Park Commission (DPC) has had preliminary discussions regarding the potential installation of a gate at the Sheldon Street entrance to Duncan Park. This initiative is being considered as part of an effort to reduce ongoing issues such as vandalism and unauthorized bicycle use on trails. As part of the decision-making process, the DPC will evaluate the potential impact on all stakeholders and explore the logistical and financial aspects of the project.
1. Williams offered to talk to GHPS on their views related to a gate at the entrance off sheldon. This would involve the ability and willingness of GHPS to Open and Close daily.
 2. Discussion on the hours of park operations, leaning to a Dawn to Dusk association.
 3. No specific cost were put together at this point.
 4. A road tracker/counter was discussed to determine how much activity goes in and out of the park by time range. Williams to talk to GHPS on how to do a tracker/counter.
 5. Look into Webcams cost and viability for park entrance and picnic area. (unassigned)

COMMISSIONER'S REPORTS:

Review of work bee on 6/21 from 9am to 11am. Activities: Pull invasives (mothers wart), Clean up entrances.

Sent request to Michael England to have the water turned on in the park.

Talk to Earl (corner of Sheldon and Woodlawn) about the open commissioner position. He was going to submit application to the city.

CITY LIAISON REPORT:

TREASURER REPORT: May financial documents are posted on our [Google Drive](#) and attached to the email sent with this agenda.

PUBLIC COMMENT: NONE

ADJOURNMENT: MOTION TO ADJOURN AT 6:30PM BY MIDDLETON, SECOND BY WILLIAMS. (PASSED 3 – 0)

NEXT MEETING: July 15, 2025 @6pm

DRAFT MINUTES RESPECTFULLY SUBMITTED,

Michael J Poort

Michael J Poort
Duncan Park Commission

CALL TO ORDER:

COMMISSIONERS: Joe Middleton, Mike Poort, Georgette Sass, John Williams

CITY LIAISON: Michael England

APPROVAL OF AGENDA: Motion to approve agenda made by Poort, second by Williams; passed 4-0.

PUBLIC COMMENT: *Members of the audience may address the Commission on any item, whether on the agenda or not. Those addressing the Commission are asked to provide their name and address and will be limited to three minutes of speaking time. The Commission will hear all comments for future consideration but may not have a response at this time.*

APPROVAL OF MINUTES: Motion to approve June 17 Draft minutes as submitted made by Poort, second by Middleton; passed 4-0.

AGENDA

NEW BUSINESS:

- A. **Discussion** – The Heart of West Michigan United Way Day of Caring will be on Friday, September 12, 2025. This has been a great opportunity for Duncan Park to benefit from the work of dedicated volunteers. The deadline to submit a project is August 1, 2025. An email communication from Heart of West Michigan United Way can be found on our [Google Drive](#)).

The DPC discussed projects for the Day of Caring. It was agreed that a priority would be addressing the need for signage along the Duncan Park trail system, specifically at points where commissioners identified access should be blocked to preserve critical areas. **Motion** – Commissioners agree to submit a Day of Caring project with volunteers to complete installation of trail closure signage. Motion to approve made by Sass, second William; passed 4-0.

- B. **Discussion** – Melanie Ver Duin and Erica Kelly (from Duneside Discovery Center at Mary A White) have been engaged in initial discussions to consider the sustainability of access to Duncan Park at Wisconsin St. There are several grants that would be relevant to consider as potential opportunities to fund improvements to address and stop the erosion that threatens use of this access point.

The DPC discussed the overall goal and feasibility of improving the trail between Duncan Park and Mary A. White at Wisconsin St. Various options were explored, and it was agreed that action is needed to address the current condition of the trail. The primary objectives are to stabilize the dune structure and enhance accessibility in the most cost-effective manner. It was noted that DPC would need city council approval for any grant application. The Grand Haven Area Community Foundations Aug 4 community grant deadline was decided to be the initial focus of our efforts. **Motion** – Commissioners support grant applications to help defray the cost of improved access to Duncan Park at Wisconsin St. with a match from the Duncan Park Fund in an amount not to exceed 20% of the total cost. Motion to approve made by Sass, second Williams; passed 4-0.

- C. **Discussion** – The health of Duncan Park's old growth forest, especially the hemlocks, continues to be a grave concern. Our previous management plan with West Michigan Cooperative Invasive Species Management Area (WMCISMA) now requires additional consideration by the commission given the intense pressure that this invasive disease has in our area as well as the increasing prevalence of an additional invasive disease organism, Elongate Hemlock Scale (EHS).

The ecological complexity of the retreatment phase and ongoing fiscal responsibility it will entail was discussed. Our city liaison (and Director of Public Works, Michael England) requested that the Duncan Park Commission hold a work session with the city to specifically address the status of Hemlock Wolly Adelgid in the park. DPC will determine availability of commissioners for a HWA work session with the city. No motion made at this time.

Duncan Park Commission – July 15, 2025; Regular Meeting; 6:00pm
Grand Haven City Hall, Council Chambers, Grand Haven, MI

OLD BUSINESS:

- A. Potential installation of a gate at the Sheldon Street entrance to Duncan Park has been discussed in previous DPC meetings. Information on the role Grand Haven Public Safety could play in its daily opening and closing as well as whether GHPS could provide aid in monitoring activities in the park are still needed. No motion made at this time.

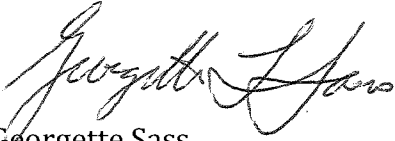
TREASURER REPORT: June financial documents are posted on our [Google Drive](#) and attached to the email sent with this agenda.

PUBLIC COMMENT:

ADJOURNMENT: 7:38PM

NEXT MEETING: August 19, 2025 @6pm

Approved minutes respectfully submitted,



Georgette Sass

Sent to City Clerk on September 3, 2025

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
ECONOMIC DEVELOPMENT CORPORATION
BROWNFIELD REDEVELOPMENT AUTHORITY
June 2, 2025**

The Regular Meeting of the Economic Development Corporation/Brownfield Redevelopment Authority was called to order at 4:05 pm by Chairperson Bonamy in the Grand Haven City Council Chambers, 519 Washington Avenue, Grand Haven, MI 49417.

Present: Bob Monetza, Mike Fritz, Emily Greene, Linda Weavers, Bill Van Lopik, Jim Bonamy, Judith Swiftney-Dembowske, Tom Braciak

Absent: Brook Bisonet

Others Present: Ashley Latsch, Brian Urquhart, Dana Kollwehr

APPROVAL OF MEETING MINUTES

Motion by Van Lopik, second by Fritz, to approve the minutes of the regular EDC/BRA meeting of March 3, 2025, as submitted.

Ayes: 8

Nays: 0

This motion carried.

APPROVAL OF AGENDA

Motion by Fritz, second by Van Lopik, to approve the agenda as submitted.

Ayes: 8

Nays: 0

This motion carried.

FIRST CALL TO AUDIENCE

No response.

UNFINISHED BUSINESS

6a. None

NEW BUSINESS

7a. EDC/BRA Board Officer Elections

Chairperson Bonamy opened the item of election of officers, calling for the current meeting to be closed *Sine Die*, officers chosen by nomination and election managed by the current chairperson, with the meeting to be reopened by the new chairperson.

Motion to close the meeting *Sine Die* by Fritz, second by Van Lopik.

Ayes: 8

Nays: 0

This motion carried.

Bonamy called for nominations for Chairperson. Fritz nominated Weavers. Hearing no other nominations, Bonamy closed nominations for Chairperson.

Motion to elect Weavers to be Chairperson by Monetza, second by Braciak.

Ayes: 8

Nays: 0

This motion carried.

Bonamy called for nominations for Vice Chairperson. Weavers nominated Van Lopik. Hearing no other nominations, Bonamy closed nominations for Vice Chairperson.

Motion to elect Van Lopik to be Vice Chairperson by Monetza, second by Braciak.

Ayes: 8

Nays: 0

This motion carried.

Bonamy called for nominations for Treasurer. Fritz nominated Greene. Hearing no other nominations, Bonamy closed nominations for Treasurer.

Motion to elect Greene to be Treasurer by Braciak, second by Fritz.

Ayes: 8

Nays: 0

This motion carried.

Bonamy called for nominations for Secretary. Fritz nominated Monetza. Hearing no other nominations, Bonamy closed nominations for Secretary.

Motion to elect Monetza to be Secretary by Fritz, second by Weavers.

Ayes: 8

Nays: 0

This motion carried.

The Regular Meeting of the Economic Development Corporation/Brownfield Redevelopment Authority was re-opened and called to order at 4:17 pm by Chairperson Weavers.

Present: Bob Monetza, Mike Fritz, Emily Greene, Linda Weavers, Bill Van Lopik, Jim Bonamy, Judith Swiftney-Dembowske, Tom Braciak

Absent: Brook Bisonet

Others Present: Ashley Latsch, Brian Urquhart, Dana Kollwehr

7b. Eastown Auto EDC Loan Request Presentation

Eastown Auto, formerly Alles Tire, has undergone various upgrades and improvements since being purchased, and plans to install a new façade, signage, windows, etc., have been done. Eastown Auto owner, Adam Beck, is interested in obtaining an EDC loan of \$30,000 to be used as needed to improve cash flow. Terms would be \$30,000 for 5 years at 6.5% annually.

EDC members noted that the EDC loan would have a lower rate and be more advantageous than a commercial loan. Beck noted that he has not yet prepared an application nor supporting financial information, and the agenda item was to learn if the EDC would consider the loan. Monetza noted that the EDC loans were typically, but not exclusively, used for gap financing as a lender of last resort, after an applicant had exhausted alternatives, and that the EDC doesn't usually compete with private lenders.

Motion to encourage Eastown Auto to move forward with a formal proposal subject to review of financial information to be submitted at a future meeting by Fritz, second by Van Lopik.

Ayes: 8

Nays: 0

This motion carried.

7c Projects Update

Kollwehr updated the Board on various projects currently in process for city approvals:

- Grand Haven Jewelry store at 224 Washington, possible housing TIF and OPRA request
- South Village project on Robbins Road, anticipates housing and brownfield TIF request
- 1445 Columbus apartments, anticipates commercial rehab incentive request
- 1447 Washington (Third Coast Recording studio), anticipates EDC loan request
- Marriott Hotel proposal, no requests yet, but may request CRP loan
- Diesel Plant, Capstone is now a partner, plans to come forward with revised PD request
- Chinook Pier reconstruction; development agreement is still under legal review
- Floto's building, no requests yet, plans to come to Planning Commission soon

No actions taken.

REPORT BY BOARD MEMBERS

8a. Report by City Manager: No report.

8b. Receive Financial Reports: Financial documents submitted for Board information by Greene. Greene informed the Board that Adorn Kids has been making payments on their EDC loan.

CALL TO AUDIENCE SECOND OPPORTUNITY

No response.

ADJOURNMENT

Weavers adjourned the meeting at 5:03 pm.

Bob Monetza

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
ECONOMIC DEVELOPMENT CORPORATION/
BROWNFIELD REDEVELOPMENT AUTHORITY**

NOTICE OF CANCELLATION

PLEASE TAKE NOTICE that the regular meeting of the EDC/BRA Board of the City of Grand Haven scheduled for Monday, July 7, 2025, at 4:00 pm has been cancelled. The next regularly scheduled meeting of the EDC/BRA Board is on Monday, August 4, 2025, at 4:00 pm.

Please contact Emily Greene at 616-847-4893 or egreene@grandhaven.org if you have questions regarding this notice.

This notice is posted pursuant to the Open Meetings Act.

DATED: July 3, 2025

POSTED: July 3, 2025



City of Grand Haven Human Relations Commission

Meeting Minutes

Thursday May 22, 2025

City Hall [519 Washington Grand Haven, MI 49417]

The Highlights:

The regular meeting of the Grand Haven Human Relations Commission was called to order by Amber Mendiola-Suarez at 5:31 p.m. in the council chamber of Grand Haven City Hall [519 Washington Ave. Grand Haven, MI 49417]

Commission Members present: Amber Mendiola-Suarez, Keith Colson, Amanda Pretzer, John Siemion, Cara Mazure, and Steffi Thayer

Commission Members absent: Steve Termolen

Community Members present: Bob Monetza, Mayor of Grand Haven and Ashley Latsch, City Manager of Grand Haven

Others Present: None

1. Upon the presentation of the May agenda, Comm. Mendiola-Suarez motioned to approve said agenda with Comm. Siemion seconding the motion.
2. Upon the presentation of the March meeting minutes, Comm. Mendiola-Suarez motioned to approve said meeting minutes with Comm. Mazure seconding the motion.
3. A welcome call to the audience is made by Comm. Mendiola-Suarez
4. Liaison Report: Rev. Jared Cramer from St. John's Episcopal Church suggested the HRC construct a value statement to affirm the values of the HRC, and to ensure all members align with those values. Mary Jane Evink from Grand Haven Area public schools reported the school district is starting a new Student Success Team that will focus on family engagement and reducing barriers for student success. The team will consist of staff, caregivers, and community members. Chelsea Payton from the Loutit District Library reported the library will be having a Summer Reading Challenge with the Grand Adventure Kick-off Party on June 7, 2025, from 10:00 a.m. to 2:00 p.m. The library is currently working with the Harbor Transit to help bring their challenge activities, prizes, and events to migrant communities in Robinson Township and Senior Living Centers in

Grand Haven. The library has been making new partnerships with organizations like Good Samaritan, Community Action House, The Momentum Center, and St. John's Episcopal Church.

5. Old Business:

- a. The new GH Pride Festival booth Sign Up Genius was discussed. The Sign-up Genius will go into effect later in the week. The booth slots will start at 10:00 a.m. and end at 6:00 p.m.
- b. The new City Council Sign up Genius was discussed. The Sign-Up Genius will also go into effect later in the week.
- c. Future Holland HRC Meeting attendance was discussed. The Holland HRC meets on the third Thursday of each month at 6:00 p.m.
- d. An HRC staffing update was provided to the commission regarding open seats as well as Comm. Colson's last HRC meeting (June 2025).

6. New Business:

- a. The new HRC Commissioner, John Siemion, was introduced to all present.
 - b. It was discussed that the social media portion of the HRC will now be overseen by Comm. Mazure. It was discussed that the monthly meeting minutes will now be created by Comm. Pretzer. Comm. Mazure and Comm. Mendiola-Suarez to receive social media user access. All HRC members will need to be given access to the HRC shared drive.
 - c. Discussed creating an HRC value statement, HRC brochure, and updating the HRC page on the City of Grand Haven's website.
 - d. Discussed the Pride Month Flyer initiative.
 - e. Discussed the HRC's need to expand the current liaison list.
 - f. Discussed the "Across the Bridge" Program through the Momentum Center.
 - g. Discussed creating a more concrete timeline for future events/projects.
 - h. Discussed 2025/2026 strategic planning for the HRC.
 - i. Discussed the possibility for "Special Meetings" if needed in the future, and the requirements to do so.
 - j. Discussed HRC's annual report and the need for completion in January/February 2026.
7. A second call is made to the audience by Comm. Mendiola-Suarez
8. Comm. Mendiola-Suarez motions to adjourn the meeting with Comm. Colsen seconding the adjourn motion.
- a. Meeting Adjourned at 6:44 p.m.
9. The next Human Relations Commission meeting is scheduled for Thursday June 26, 2025, at 5:30 p.m.

Meeting Minutes submitted by Comm. Amber Mendiola-Suarez 6/25/2025.



City of Grand Haven Human Relations Commission

Meeting Minutes

Thursday June 26, 2025, called to order at 5:30 p.m.

City Hall [519 Washington Grand Haven, MI 49417]

The Highlights:

The regular meeting of the Grand Haven Human Relations Commission was called to order by Amber Mendiola-Suarez at 5:31 p.m. in the council chamber of Grand Haven City Hall [519 Washington Ave. Grand Haven, MI 49417]

Commission Members present: Amber Mendiola-Suarez, Steve TerMolen, John Siemion, Amanda Pretzer, Cara Mazure, Steffi Thayer, Keith Colson

Commission Members absent: None

Community Members present: Bob Monetza, Mayor of Grand Haven, Chelsea Payton

1. Upon the presentation of the Agenda, Comm. Mendiola-Suarez motioned to approve said agenda with Comm. Mazure seconding the motion.
2. Upon the presentation of the May meeting Minutes, Comm. Mazure motioned to approve said meeting minutes with Comm. Pretzer seconding the motion.
3. A welcome call to the audience is made by Comm. Mediola-Suarez.
 - a. Mayor Monetza commented on Robert's Rules
4. Liaison Report: St. John's having a fiesta August 17th 4-8pm, free party for area migrant workers.
5. Old Business:
 - a. Possibility of making a value statement for HRC, holding members accountable to those values.
 - i. Brochure to hand out for events
 - ii. Update on the website
 - iii. Comm. Siemion wrote draft of value statement, to put on shared drive for approval July 2025
 - iv. Comm. Termolen stated possibility of brochure vs business cards
 - v. Comm. Mazure commented Holland HRC has bilingual brochure
 - b. Encouragement to attend Holland HRC meeting
 - c. Liason List reformatted
 - i. Indivisible to be a guest July 2025
 - d. Holland Culturally Competent Conversations
 - i. Would like to bring this to Grand Haven

- ii. Comm. Mazure to connect with Holland
 - 1. Partnership with Loutit Library?
 - e. Social media
 - i. Comm. Mazure discussed introducing members, reintroducing community to the commission. Members to email Comm. Mazure picture and bio.
 - f. Pride Flag flyer
 - i. Commissioners had good feedback from local businesses
 - g. Pride Booth
 - i. Not a lot of participation in raffle
 - ii. Brochure or cards would be helpful, custom banner across the front of table
- 6. New Business:
 - a. Possibility of Hispanic Heritage Festival in September
 - b. Across the Bridge – cultural immersion with members of Tri-Cities with Muskegon. Comm. Colson to send an email, encouraging at least one member of the commission to attend.
 - c. Concrete timeline for planning future events
 - d. Hispanic Heritage Festival
 - i. Partner with St. John's or Library
 - ii. Resource guides
 - 1. Comm. Mazure has started resource list in share drive
 - iii. Ask for member of Immigration Justice League to join July 2025 meeting
 - e. Day of the Dead
 - i. Offrendas at Loutit Library
 - ii. Special books displayed
 - f. MLK
 - g. Pride
 - h. Social media
 - i. Highlighting local businesses/organizations
 - i. Visionary award
 - i. Ask community to uplift and point out an individual who upholds the values of HRC
 - ii. Plaque
 - iii. Barrier – only meeting once a month, difficult to get off the ground
 - iv. Recommendation from Comm. Colson to present during Coast Guard Festival, 2026
 - v. Partner with St. Johns
 - j. Coast Guard
 - i. Parade application due July 14th
 - ii. Contact Coast Guard office to see if fee can be waived
 - iii. Swag/candy/banner
 - iv. Comm. Mendiola-Suarez to contact Coast Guard office

- v. Comm. Colson motions for commission to be apart of Coast Guard, seconded by Comm. Mazure, approved by majority vote.
 - vi. Comm. TerMolen to connect with Verduin regarding banner
 - k. Comm. Simeon cleaned up HRC share drive, created template for communication with letterhead, signature
 - l. Possibility of vice-chair, will discuss at July meeting
 - m. Comm. Siemion and Mendiola-Suarez have joined Student Success Team
 - i. Staff/Community members/parents/caregivers coming together to remove barriers for students to make their lives/student careers as successful as possible, starting with family engagement
 - ii. Comm. Thayer to reach out and promote student recruitment with vacant board seat
 - n. Comm. Colson's last meeting.
 - i. Mayor Monetza thanks Comm. Colson for his dedication to the board.
 - o. Lighthouse Immigrant Rights Summit
 - p. United Way Inclusion Exchange Series
 - q. Comm. TerMolen discussed new development on Robbins Road
 - i. Affordability of housing – making single family homes affordable, not just studio apartments
 - ii. Mayor Monetza recommending Comm. TerMolen to communicate with planning commission
 - iii. Motion to present to planning commission by Comm. Colson, seconded by Comm. Pretzer, approved by board. Comm. TerMolen to type out presentation.
7. A second call is made to the audience by Comm. Mendiola-Suarez.
- a. Chelsea Payton: Loutit Library can help facilitate culturally competent conversations, is available to help with social media concerns. Loutit Library offers free printing (flyers?). Loutit would like to collaborate on Dia de los Muertos. Could collaborate for Hispanic Heritage Month.
8. Comm. Colson motions to adjourn the meeting with Comm. TerMolen second ding the adjourn motion.
- a. Meeting Adjourned at 6:57 p.m.
9. The next Human Relations Commission meeting is scheduled for Thursday July 24, 2025, at 5:30 p.m.

Meeting Minutes submitted by Comm. Amanda Pretzer 6-26-2025



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN**

**MINUTES FOR
MUSICAL FOUNTAIN
COMMITTEE MEETING**

**CITY HALL
519 WASHINGTON AVE**

**WEDNESDAY, May 14, 2025
6:00 PM**

Committee members unable to attend are requested to contact Brian Jarosz, City Liaison, at
bjarosz@grandhaven.org or 616-847-3493

1. MEETING CALLED TO ORDER

2. ROLL CALL

Present:

Jerry Troke

Brandon Nearanz

Dennis Nivison

Jane Riddle

Sarah Kallio

Nicki Bonzyk

Brian Jarosz (City Liason)

3. APPROVAL OF AGENDA

Motion to approve – Ivy DeWitt

Seconded – Jane Riddle

Passes unanimously

4. CALL TO AUDIENCE

At this time, members of the audience may address Committee on any item, whether on the agenda or not. Those addressing Committee are asked to provide their name and address and will be limited to three minutes of speaking time. Committee will hear all comments for future consideration but will not have a response at this time.

5. APPROVAL OF MINUTES OF MEETING OF APRIL 23, 2025

Motion to approve – Brandon Nearanz

Seconded -Ivy DeWitt

Passes unanimously

6. NEW BUSINESS

A. MAINTENANCE ITEMS

- Thursday crew – pump #3 completed and valve rebuilding ongoing

- **Discussion about the Peacock being faster and taller due to pump rebuild.**
- Status update on new lighting
 - **Discussion about being able to split the colors within the fixture which will result in some new capability for the choreographers.**
- Status update on software modifications
 - **The software isn't capable of adding new colors right now. We will need to update the playback software in order to add new colors.**
 - **The benefits are to enhance the experience for the audience and to simplify the programming process for the choreographers.**
 - **Discussion about Coast Guard Festival cofounding the improvements to the software since it will also help support the fireworks for Coast Guard Festival**
 - **Discussion about fundraising for the software improvements.**

MOTION – Dennis Nivison – Motion to set aside a \$2,000 pool of funding for Apex to make improvements in the choreography and playback software in a block of time format.

Second – Nicki Bonczyk

Passed unanimously

- City Items
 - Crack seal the asphalt
 - Entry road scraping/leveling
 - Tree trimming on sides, evergreen in center
 - Replace the Anchor House roof
 - Replace the Anchor pole boot

B. TASK FORCE ITEMS

- Volunteer Day went well – good turnout!

C. PRODUCTION ITEMS

- Song Testing update

The production team has already gone through two nights of testing. Nicki is excited about the new variety of music. The website has been updated. Discussion about opening night, social media posts, and the new music in testing. Discussion about breaking out some of the single .wav shows being converted to individual song files, which means we can bring back some of the songs with more stringent licensing requirements.

- Songs for Review – Pride Festival usage

1. Pink Pony Club (Edited) – Chappell Roan

Motion to approve the edited version of Pink Pony Club – Nicki Bonczyk

Second – Jane Riddle

Passed unanimously

Discussion – “God, what have I done” has been edited to replace “God” so that the audience doesn’t take it out of context.

2. Supermodel – RuPaul

Motion to approve Supermodel by RuPaul – Nicki Bonczyk

Second – Sarah Kallio

Passed unanimously

- 2025 Show Ideas discussion – continued

- **We will continue to evolve the shows at the choreographers continue to program through the season.**

D. MARKETING ITEMS

- Fundraising activities ideas

- **Discussion around tariffs and when we place the order. Discussion around the optics around a fundraiser right now. Discussion around the hit on expenses.**

Motion to move forward on purchasing lights with a fundraising plan to review at our next meeting for implementation in mid-June – Sarah Kallio

Second – Jane Riddle

Passed unanimously

- New lighting fundraiser

- “A Brighter Future”??
- Start date??

- Free billboard content update

E. FINANCE ITEMS

- April 2025 statements

7. CHAIRMAN’S REPORT

- Meeting with Tracy Riley – Executive Director of the Coast Guard Festival

8. OTHER NEW BUSINESS

9. NEXT MEETING DATE – June 11, 2025

10. ADJOURNMENT



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN**

**MINUTES FOR
MUSICAL FOUNTAIN
COMMITTEE MEETING**

**CITY HALL
519 WASHINGTON AVE**

**WEDNESDAY, June 11, 2025
6:00 PM**

Committee members unable to attend are requested to contact Brian Jarosz, City Liaison,
at bjarosz@grandhaven.org or 616-847-3493

1. MEETING CALLED TO ORDER

2. ROLL CALL

Present:

Jerry Troke

Brandon Nearanz

Dennis Nivison

Jane Riddle

Sarah Kallio

Nicki Bonczyk

Brian Jarosz (City Liaison)

3. APPROVAL OF AGENDA

Motion to approve Agenda - Brandon Nearanz

Second: Sarah Kallio

Passes unanimously

4. CALL TO AUDIENCE

At this time, members of the audience may address the Committee on any item, whether on the agenda or not. Those addressing the Committee are asked to provide their name and address and will be limited to three minutes of speaking time. The Committee will hear all comments for future consideration but will not have a response at this time.

5. APPROVAL OF MINUTES OF MEETING OF MAY 14, 2025

Motion to approve minutes as submitted- Ivy DeWitt

Second: Brandon Nearanz

Passes unanimously

6. NEW BUSINESS

A. MAINTENANCE ITEMS

- Status update on new lighting

—**Lights have been manufactured and are entering the shipping process. They are being numbered in relation to our chart.**

- Status update on software modifications

—**No updates since the last meeting.**

- City Items

- Crack seal the asphalt

- Entry road scraping/leveling
- Tree trimming on sides, evergreen in center
- Replace the Anchor House roof
- Replace the Anchor pole boot
- Paint flag pole
- Replace entry gate

—**Update on technical issues after the Taylor Swift show. Water pressure was lost. The pumps sucked air in. There is still no explanation for how the pond got low in the first place.**

—**Brad updated the group on the new computers. Things are backed up properly and multiple people can be working at once now.**

—**Jerry updated that processes across the board are being documented and updated.**

B. TASK FORCE ITEMS

C. PRODUCTION ITEMS

- Song Testing update

—**We have tested over 60 songs so far this season. We have played 41 new songs this season. We have debuted 7 new theme shows this year. General discussion about shows that are performing well in attendance and social media interaction.**

- Approval of new choreographer Colin Marshall

Motion to approve new choreographer Colin Marshall - Ivy DeWitt

Second - Jane Riddle

Approved Unanimously

- 2025 Show Ideas discussion - continued

D. MARKETING ITEMS

- Peace Frogs poster order – only 90 posters left, initial quantity received was 600
- Social Media update

—**Discussion on followers, posting schedules, and videos.**

- Fundraising activities ideas

—**Jerry is looking into a Panera fundraiser**

- A Brighter Future fundraiser plan

—**Need to raise ~\$17,000 for lighting. Discussion about postcards. Discussion about donation link on social media videos. Sarah is going to mock-up artwork for a coloring book.**

- Start date July 1

E. FINANCE ITEMS

- May 2025 statements

7. CHAIRMAN'S REPORT

- Meeting with LMCU Asst Branch Manager
- Fishing tournament trailers issue

8. OTHER NEW BUSINESS

9. NEXT MEETING DATE – July 9, 2025

10. ADJOURNMENT



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN**

**MINUTES FOR
MUSICAL FOUNTAIN
COMMITTEE MEETING**

**CITY HALL
519 WASHINGTON AVE**

**WEDNESDAY, July 9, 2025
6:00 PM**

Committee members unable to attend are requested to contact Brian Jarosz, City Liaison, at
bjarosz@grandhaven.org or 616-847-3493

1. MEETING CALLED TO ORDER

2. ROLL CALL All present except Ivy DeWitt

3. APPROVAL OF AGENDA Motion to Approve: Brandon Nearanz; Second Nicki Bonczyk

4. CALL TO AUDIENCE

At this time, members of the audience may address Committee on any item, whether on the agenda or not. Those addressing Committee are asked to provide their name and address and will be limited to three minutes of speaking time. Committee will hear all comments for future consideration but will not have a response at this time.

5. APPROVAL OF MINUTES OF MEETING OF JUNE 11, 2025

Motion to Approve: Nicki Bonczyk; Second: Brandon Nearanz

6. NEW BUSINESS

A. MAINTENANCE ITEMS

- Status update and demonstration of new lighting
Passed Customs; ETA mid-August
- City Items
 - Crack seal the asphalt and pond
 - Entry road scraping/leveling
 - Tree trimming on sides, evergreen in center (finished?)
 - Replace the Anchor House roof
 - Replace the Anchor pole boot

B. TASK FORCE ITEMS

C. PRODUCTION ITEMS

- Approval of 4th of July and Coast Guard Festival Shows
- Need Motion to delegate authority to the Producer to approve new choreography for the 2025 season (approved)

- Song Testing Update:
Songs added this season (64)
New shows: (46)
Cancellation for weather (1)
New Themes (15)
New choreographers (3)
- 2025 Show Ideas discussion - continued

D. MARKETING ITEMS

Social Media update: 28k followers
Post views doing great

A BRIGHTER FUTURE FUNDRAISER PLAN
Launch date agreed to wait until 2026
Coloring Book Review very positive
Fundraiser for lights–mention through off-season

E. FINANCE ITEMS

- July 2025 statements

7. CHAIRMAN’S REPORT

8. OTHER NEW BUSINESS

Ballet troupe at fountain 7/18

Camera:
Change to synchronization license
Shorten songs
Broadcasting and TV
Costs almost equal
Can even bring back some favorite older programs

9. NEXT MEETING DATE – August 13, 2025

10. ADJOURNMENT

NORTHWEST OTTAWA WATER SYSTEM

Administrative Committee Minutes

May 21, 2025

A regular administrative committee meeting of the Northwest Ottawa Water System was called to order by Pat Staskiewicz at 9:11 a.m. Wednesday, May 21, 2025, in the Council Chambers at Grand Haven City Hall.

Present: Craig Bessinger (City of Ferrysburg); Gordon Gallagher (Spring Lake Township); Brady Selner (Village of Spring Lake); Pat Staskiewicz (Ottawa County); Matt Wade (Grand Haven Charter Township); Karen Sherwood (Grand Haven Charter Township); Mike England (City of Grand Haven)

Absent: Bill Cargo (Grand haven Charter Township)

Also present: Ashley Latsch (City of Grand Haven)

A motion by Bessinger supported by Selner to approve the minutes for the February 19, 2025 NOWS Committee Meeting passed unanimously.

Introductions:

Pat Staskiewicz – Interim Chair

Mike England – City of Grand Haven Department of Public Works Director

Manager's Report, FEB, MAR, APR 2025– By Law

Pumpage for the Quarter is off pace from last year (LY). Heavy snow in February is thought to have slowed snow-making at the Ski Bowl. In addition, the Spring season has started cold and wet. Combined these factors are contributing to a slower demand than LY. Year to date (YTD) pumpage is up 76 million gallons (MG) over this time the previous year, with the City of Grand Haven leading the group at a +6.4% comp, followed closely by the Northside at +5.9% and Grand Haven Township at a -0.76%. Allocation percentages remain the same as the previous quarter with the Northside at 39%, Grand Haven Township at 31% and the City of Grand Haven at 30%. NOWS financial report has 83% of the year completed. As of April 30th, revenue sits at 73% to projection with expenditures, including encumbrance sitting at 76%. Law commented that it's not uncommon to see revenue off pace this time of year because of the slower demand winter months and he expects a rebound as peak pumpage season starts in May. Cash currently at \$295,379 and Replacement Fund/money market account sits at \$1,327,368 of which \$655,361.34 is the award money from the AFF 3m/Dupont class action lawsuit settlement. Law segued into an explanation of Item 3. Continuing with the Manager's Report, Law pointed to the capital projects tracking graph and indicated there was no significant changes to highlight. Production cost tracking shows efficiencies of process optimization with pumpage up 3.9% while power cost are flat and chemicals trend downward. Law noted that the BLP Price Cost Adjustment (PCA) numbers

continue to increase and this will be highlighted in red letter on the report when an increase over the last reporting period is made. Historical power and chemical usage graphs were provided. Water Quality was not impacted by Spring runoff events. Law is watching the Total Organic Carbon (TOC) trending closely as it has been trending up recently. Quarterly Disinfection Byproduct (DBP) sample results show all communities remain well within regulatory compliance levels. The next DBP sampling period starts in June. Monthly PFAS sampling remains compliant and is historically consistent with little to no detections. The running annual average (RAA) for analytes did not change from the previous quarter.

Agenda Item 1: Fishbeck Feasibility Study – Storage / Emergency Generation Expansion

Committee Comments Requested – By Eric Law

Law summarized key components of the study:

The addition of clearwell storage is a component of expansion that this study aims to understand how, if increased, could alleviate treatment constraints that along with demand management may delay the need for full scale plant and intake expansion. **Flow Equalization:** With an adequate amount of finished water storage, levels in an expanded clearwell can be allowed to rise and fall daily with even the most extreme periods of demand during peak hourly managed successfully all while maintaining a lower level of operational intensity. Under flow equalization, pumpage rates from the Lake Michigan Pump Station would be reduced with little to no need to make pump speed changes. This new equalized treatment rate gives added operational flexibility by reducing flow intensity through the intakes and filters. **Existing Filters (8):** Under near-term future demand (within 5 years), filters are projected to operate over 90% of capacity for about 9 hours daily. At this rate existing clearwell levels drop close to the minimum safe level for disinfection. Even with added clearwell storage, adjusting WTP and pumping rates to follow daily demand surges offers limited benefits. The key benefit of added storage is enabling consistent (equalized) treatment rates throughout the day, using the added capacity to lower treatment rates by reducing peak and increasing off peak production. The Committee requested an extension to review the draft copy and provide comment at the upcoming August meeting.

Agenda Item 2: NOWSWTP Final Budget – By Eric Law

Law provided final copy of the upcoming FY 2025-26 with highlighted amendments. Law noted that all changes resulted in a downward adjustment. No comments from the Committee.

Agenda Item 3: PWS Settlement Award – By Eric Law

Law registered NOWS for the AFFF PFAS class action lawsuit in May of last year. The class action was separated into two groups. The first for the 3M and Dupont and the other coming six months later for Tyco and BASF. Law informed the committee that NOWS was awarded \$655,361.34 from the 3M/Dupont group. Law, with the Finance Director approval requested a separate holding account be created under the replacement fund umbrella keeping award money segregated from the annual recurring funded general replacement fund. We are still waiting on results from the Tyco/BASF group.

Adjournment: 10:20 a.m. – Submitted by Eric Law

**CITY OF GRAND HAVEN
519 WASHINGTON AVENUE
GRAND HAVEN, MICHIGAN
616-842-3210**

**PARKS & RECREATION BOARD
NOTICE OF MEETING CANCELLATION**

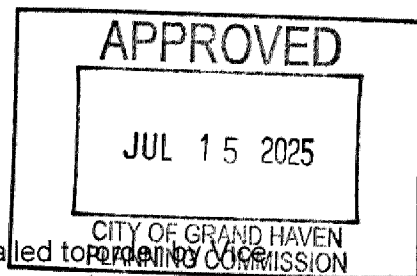
PLEASE TAKE NOTICE that the regularly scheduled meeting of the Parks and Recreation Board for **Wednesday, August 6, 2025**, has been cancelled due to a lack of agenda items. The next meeting is scheduled for Wednesday, September 3, 2025.

If you have any questions regarding this notice, please contact Facilities and Grounds Manager Derek Lemke at 616-847-3493 or dlemke@grandhaven.org.

Maria Boersma
City Clerk

DATED: August 1, 2025
POSTED: August 1, 2025

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
PLANNING COMMISSION MINUTES
TUESDAY, JUNE 10, 2025**



The regular meeting of the Grand Haven Planning Commission was called to order by Vice-Chair Galligan at 7:00 pm. Upon roll call, the following members were present:

Present: Amy Kozanecki, Joe Pierce, Dan Borchers, Vice-Chair Ryan Galligan, Tamera Owens, Jennifer Smelker

Absent: David Skelly, Magda Smolenska, Chair Mike Dora

Also Present: City Planner Brian Urquhart, Mayor Bob Monetza

Approval of Minutes

Motion by **Kozanecki**, seconded by **Smelker**, to approve the minutes of the May 13, 2025 meeting. All ayes. **Motion passes.**

Approval of Agenda

Motion by **Owens**, seconded by **Smelker**, to approve the agenda with item 7,A removed from new business. All ayes. **Motion passes.**

Call to the Audience: First Opportunity: None

Old Business

Case 25-13: Zoning Text Amendment to permit short term rentals in the Centertown Overlay in the Neighborhood Mixed-Use District.

Urquhart reported a subcommittee of Dora, Skelly, and Smelker will meet to discuss the specific special land use standards for short term rentals in the CT of the NMU. The subcommittee would bring back language for the July meeting. Urquhart added a public hearing would be likely.

Zoning Board of Appeals Liaison Report:

Kozanecki reported May's ZBA meeting was canceled.

City Planner Report:

Urquhart reviewed the ongoing projects in the City, including the Grand Landing Hotel, Chinook Pier, Diesel Plant, South Village PD, and other projects. Urquhart also added due to scheduling conflicts, the July meeting date may be rescheduled.

Motion by **Borchers**, seconded by **Kozanecki**, to reschedule the July meeting date to Tuesday July 15th at 7pm. All ayes. **Motion passed.**

Call to the Audience: Second Opportunity: None

Motion by **Kozanecki**, seconded by **Borchers**, to adjourn. All Ayes **Motion Passed.**

Vice Chair Galligan adjourned the meeting at 7:32 p.m.



Brian Urquhart, City Planner

“For Cleaner Lakes and Rivers”

GRAND HAVEN-SPRING LAKE SEWER AUTHORITY

WASTEWATER TREATMENT PLANT
1525 WASHINGTON AVENUE
GRAND HAVEN, MICHIGAN 49417
PHONE: (616) 847-3486

The regular meeting of the Grand Haven-Spring Lake Sewer Authority will be held at 8:15 A.M. on Wednesday, February 19, 2025 in the Council Chambers in Grand Haven City Hall located at 519 Washington St. Grand Haven, Michigan 49417

AGENDA FOR REGULAR MEETING

Wednesday February 19, 2025

8:15 A.M.

1. Meeting called to order 8:15 a.m.

2. Roll Call:

Vice-Chair Ashley Latsch
Treasurer Craig Bessinger
Patrick Staskiewicz
Bill Cargo
Brady Selner
Joel TePastte
Wally Delamater

City of Grand Haven
City of Ferrysburg
Ottawa County Road Commission
Grand Haven Township
Village of Spring Lake
Village of Spring Lake
Spring Lake Township Alternate

Also Present:

Ryan Vredeveld
Cory VanOeveren
Matt Wade
Karen Sherwood
Emily Greene

WWTP Superintendent
WWTP Environmental Compliance Supervisor
Grand Haven Township Alternate
Grand Haven Township
City of Grand Haven Finance Director

Absent:

Steve Namenye
Chair Gordon Gallagher

Member at Large
Spring Lake Township

3. Approval of the minutes of the November 20, 2024 Sewer Authority Board meeting

Motion by Cargo to approve the minutes, support by TePastte and all in favor motion carries

4. Public Comment

No public comment

5. Financial Report

Superintendent Vredevelde updates the Board on the financials of the current fiscal year and how we are projecting.

6. Superintendent's Report

Superintendent Vredevelde updates the board on the operations of the plant. The backup blower was rebuilt, which is our main backup blower to our main turbo blower. A main project was started and finished at the Spring Lake Pump Station which was the replacement of the Automatic Transfer Switch (ATS).

7. General Business.

A. East End Parking Lot Agreement

Motion by Cargo to approve and support by TePastte. Comment from the Board Member Cargo was that we wanted to be sure no fees would be associated with receiving the easement from the City and there are no such fees. All in favor and motion carries.

B. Budget Presentation for FY 2025-2026

Superintendent Vredevelde discussed the 6 year CIP and the necessary funding needed to cover the projected costs. Upcoming projects include a new backup generator at the main plant, new monitoring/controls in the aeration basin, security system, as well as the install of a fiber loop to improve communication from building to building. Other main points of the budget included 5% cost of living increases to both union and non-union positions. Board Member Delamater commented that it appears that there is an increase to operations/maintenance items and stated it would be nice to see how the man hours of plant staff effectively cover the demands of O/M.

Motion by Cargo to approve the budget as present with support by TePastte and all in favor motion carries.

C. Sewer Authority Board Organization

The Sewer Authority Board has historically appointed officers at the first regularly scheduled meeting of the year.

Current officers are:

Chair – Gordon Gallagher

Vice-Chair – Ashley Latsch

Treasurer – Craig Bessinger

Motion by Cargo to nominate Latsch as Chair, Selner as Vice-Chair and have Bessinger remain as Treasurer. All in favor motions carries.

8. Board Member Comments.

No comments

9. Announcement of next Sewer Authority Meeting: May 21, 2025

10. Adjournment. 8:48 a.m

Sewer Authority Members:

Brady Selner
City of Grand Haven - Vacant
Ashley Latsch, Vice-Chairperson
Craig Bessinger, Treasurer
Steve Namenye
Gordon Gallagher, Chairperson
Patrick Staskiewicz
Bill Cargo
Joel TePastte

Alternate Members:

Wally Delamater

Matt Schindlbeck

Joe Wallace
Matt Wade

Consultants:

Matt VanHoef

Others:

Grand Haven Tribune
Bob Monetza
Maria Boersma

GENERAL MEMBERS: IF YOU CANNOT ATTEND THE MEETING, PLEASE NOTIFY YOUR ALTERNATE SO THAT HE/SHE MAY

“For Cleaner Lakes and Rivers”

GRAND HAVEN-SPRING LAKE SEWER AUTHORITY

WASTEWATER TREATMENT PLANT
1525 WASHINGTON AVENUE
GRAND HAVEN, MICHIGAN 49417
PHONE: (616) 847-3486

The regular meeting of the Grand Haven-Spring Lake Sewer Authority will be held at 8:15 A.M. on Wednesday, May 21, 2025, 2025 in the Council Chambers in Grand Haven City Hall located at 519 Washington St. Grand Haven, Michigan 49417

AGENDA FOR REGULAR MEETING

Wednesday May 21, 2025

8:15 A.M.

- 1. Meeting called to order**
- 2. Roll Call:**
 - Ashley Latsch
 - Craig Bessinger
 - Steve Namenye
 - Gordon Gallagher
 - Patrick Staskiewicz
 - Bill Cargo
 - Brady Selner
 - Joel TePastte
- 3. Approval of the minutes of the February 19, 2025 Sewer Authority Board meeting**
- 4. Public Comment**
- 5. Financial Report**
- 6. Superintendent's Report**

7. General Business.

A. Debt Rates for FY 2025-2026

Memo from Ottawa County Road Commission providing their recommendations for debt rates for our 2013 and 2018 bonds

8. Board Member Comments.

9. Announcement of next Sewer Authority Meeting: August 20, 2025

10. Adjournment.

Sewer Authority Members:

Brady Selner, Vice-Chairperson
City of Grand Haven - Vacant
Ashley Latsch, Chairperson
Craig Bessinger, Treasurer
Steve Namenye
Gordon Gallagher
Patrick Staskiewicz
Bill Cargo
Joel TePastte

Alternate Members:

Wally Delamater

Matt Schindlbeck

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**CITY OF GRAND HAVEN
519 WASHINGTON AVENUE
GRAND HAVEN, MI 49417
616-935-3276**

**ZONING BOARD OF APPEALS
NOTICE OF CANCELLATION**

The April 16, 2025 regular meeting of the City of Grand Haven Zoning Board of Appeals has been cancelled. The next regular meeting is scheduled for Wednesday May 21, 2025, at 7:00 PM, Grand Haven City Hall, 519 Washington Avenue, Grand Haven, MI.

Brian Urquhart
City Planner

DATED: March 31, 2025
POSTED: March 31, 2025

**CITY OF GRAND HAVEN
519 WASHINGTON AVENUE
GRAND HAVEN, MI 49417
616-935-3276**

**ZONING BOARD OF APPEALS
NOTICE OF CANCELLATION**

The May 21, 2025 regular meeting of the City of Grand Haven Zoning Board of Appeals has been cancelled. The next regular meeting is scheduled for Wednesday June 18, 2025, at 7:00 PM, Grand Haven City Hall, 519 Washington Avenue, Grand Haven, MI.

Brian Urquhart
City Planner

DATED: May 13, 2025
POSTED: May 13, 2025

**CITY OF GRAND HAVEN
519 WASHINGTON AVENUE
GRAND HAVEN, MI 49417
616-842-3210**

**ZONING BOARD OF APPEALS
NOTICE OF CANCELLATION**

The July 16, 2025 regular meeting of the City of Grand Haven Zoning Board of Appeals has been cancelled due to lack of agenda items. The next regular meeting is scheduled for Wednesday, August 20, 2025, at 7:00 PM, Grand Haven City Hall, 519 Washington Avenue, Grand Haven, MI.

Maria Boersma
City Clerk

DATED: August 12, 2025
POSTED: August 12, 2025