



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, October 05, 2026
7:30 PM**

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. INVOCATION

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

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 Special Meeting and Regular City Council meeting minutes for September 21, 2026.
- B. Approve the bills memo in the amount of \$17,463,975.52.
- C. Approve a renewal operating agreement with the Mulligan's Hollow Ski Bowl Association.
- D. Approve a T-Hanger License Agreement with Randal Paul Hoffmeyer for hanger F10.

12. UNFINISHED BUSINESS

13. PUBLIC HEARING

14. NEW BUSINESS

ATTACHMENT B

- A. Consideration by City Council of a resolution to approve an Agreement for Redevelopment between the City of Grand Haven and Grand Power Works LLC, for the former Diesel Plant located at 518 S. Harbor Drive.

Administration recommends approval

- B. Consideration by City Council of a resolution to approve a transfer of an approved Commercial Rehabilitation District certificate for 1445 Columbus.

Administration recommends approval

- C. Consideration by City Council of a resolution to approve a MIO PROTECT Grant application.

Administration recommends approval

15. CORRESPONDENCE & BOARD MEETING MINUTES

16. REPORT BY CITY COUNCIL

17. REPORT BY CITY MANAGER

18. CALL TO AUDIENCE–SECOND OPPORTUNITY

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

19. ADJOURNMENT

Attachment A

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
SPECIAL CITY COUNCIL MEETING
MONDAY, SEPTEMBER 21, 2026**

The Special Meeting of the Grand Haven City Council was called to order at 6:30 p.m. by Mayor Bob Monetza in the Council Chambers of City Hall, 519 Washington Ave.

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

Absent:

Others Present: City Manager Ashley Latsch, Assistant City Manager Dana Kollwehr, and Waterfront & Events Manager Brian Jarosz.

PUBLIC HEARING

Mayor Monetza opened the public hearing regarding a resolution to request the Department of Natural Resources to investigate and hold a public hearing to determine the need for speed control on the Grand River adjacent to the frontage of Eastpointe RV Resort Marina located at 200 N Beechtree St.

Derek Gajdos introduced the resolution request. The proposed resolution would extend the current no-wake-zone on the Grand River from Eastpointe RV Resort Marina's easterly boundary at Beechtree Street to their southern boundary. After this public hearing, and if the resolution passes, the DNR will conduct their own investigation.

Joel Walker from Eastpointe RV Resort presented further information on this request stating they are requesting a clearly defined controlled speed area immediately adjacent to East Point RV Marina, consistent with the protections provided to other nearby marinas, primarily for safety.

John Bigma from Bar Associates briefly spoke about the boundary map.

Mike Joseph, 7170 Pine Valley Dr: Commented on the proposed no-wake-zone.

Jim Van Tall, 15749 Kitchel Ln: Commented on the proposed no-wake-zone.

Email correspondence from Rob Rogers, Maureen and Gary Pawlak, Jason Van Ittersum, Leda Vander Laan, and Todd Neil regarding the proposed no-wake-zone was accepted and is attached hereto.

ATTACHMENT A

After hearing no further comments, Mayor Monetza closed the Public Hearing.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 6:50 p.m.

Minutes prepared and submitted by Deputy City Clerk, Amy Vos.

Robert Monetza, Mayor

Amy Vos, Deputy Clerk

Attachment A

No wake

From Rob Rogers <rogersrob00@gmail.com>

Date Sun 9/20/2026 11:14 AM

To Derek Gajdos <dgajdos@grandhaven.org>

I wanted to comment regarding the proposed no wake extension by the Eastpoint Campground. First I oppose extending the no-wake zone any further than it already is. That marina is empty - never is there more than a handful of boats and when there are boats they park near the most eastern end. What you should consider is extending the no wake for boats over 26' further west from where it starts now upriver near Dermo Bayou - pontoon boats and fishing boats on plane make minimal wake - it is the much larger power boats that create the most wake. While I am opposed to any extension of the no wake - if you do extend it you should probably continue it all the way down Lost Channel to the marina where a no wake starts back up. While we are on it - is there ever a plan to improve the Flahive Launch? It's getting shallow and many down trees/branches. Thanks for your time and asking for feedback.

NO to the Extension Request that was submitted by Eastpointe RV Resort

From Maureen Pawlak <pawlakgarymaureen@gmail.com>

Date Sun 9/20/2026 3:24 PM

To Derek Gajdos <dgajdos@grandhaven.org>

Derek,

We are unable to attend the public hearing tomorrow evening regarding the extension request submitted by Eastpoint RV Resort.

My husband and I want to make it clear that we do not support the requested extension, nor do we support adding additional no-wake areas along the Grand River.

Eastpoint RV Resort chose to build docks along the Grand River knowing that this area was designated as a wake area. Changing the rules after the fact seems unfair to those who have enjoyed and relied on the existing regulations.

To me, this is similar to purchasing a home near an airport and then later requesting that the airport restrict its operations because of the noise. The existing conditions were known when the decision to build or purchase was made.

We respectfully ask that you consider our position and deny the extension request.

Thank you in advance, Maureen (Allen) and Gary Pawlak

Eastpointe RV park no-wake zone extension request

From Jason Van Ittersum <jasonvi@hotmail.com>

Date Mon 9/21/2026 10:53 AM

To Derek Gajdos <dgajdos@grandhaven.org>

I am writing to express my opposition to this proposal. I have a seasonal boat slip in Grand Haven and a home upriver, and frequently use this section of river for both recreation and transit.

If approved, this would add 10-20 minutes of round-trip travel to an already painfully long no-wake zone to every boater; this is an unreasonable inconvenience to impose on the general boating public to benefit a single private developer.

This would also eliminate a valuable recreational area currently used for tubing and waterskiing, and force more congestion into already limited areas where these can be safely done.

The landowner made an extremely ill-advised decision to develop a marina in a location well-known to be subjected to significant wave action; their grievance is self-inflicted, and the remedy should not come at the expense of the rest of the boating community. It is the equivalent of someone moving next to an established farm then requesting the farm be shut down because they object to the smell.

Sincerely,
Jason Van Ittersum
15515 Oak Ridge Dr.
Spring Lake, MI 49456

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Support for Grand River No Wake Extension

From Leda Vander Laan <ledavanderlaan@gmail.com>

Date Mon 9/21/2026 11:57 AM

To Derek Gajdos <dgajdos@grandhaven.org>

Good morning Derek,

I am writing to express my full support for the proposed Grand River No Wake extension east past Eastpointe RV Resort.

My husband and I are currently purchasing a condo slip within the existing No Wake area, and we have personally witnessed how frequently the current restrictions are disregarded by boaters as members at Grand Isle since 2021. Extending the No Wake zone would be a welcome improvement for the safety of everyone enjoying this stretch of the river, while also helping protect boats, docks, and waterfront property from unnecessary wake damage.

We would love to see this extension approved and implemented in time for the 2027 boating season.

Thank you for your time and consideration!

Your Personal Realtor,

Leda Vander Laan



Leda Vander Laan ASSOCIATE BROKER | REALTOR®

- 616.889.9852
- 616.884.2066
- LedaVanderLaan@remax.net
- LedaVanderLaan.com

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proposed extension no wake zone Grand River

From City of Grand Haven Website <grandhaven@foxbrightcms.com>

Date Mon 9/21/2026 12:11 PM

This email was sent via the City of Grand Haven contact form. Please be suspicious of any links or requests for gift cards or money. Todd Neil has contacted you!

Phone: 6162152594

Email: tneil@greatlakesmachinesolutions.com

Message:

Dear Mayor and City Council members,

I am writing regarding tonight's public hearing concerning the proposed extension of the no wake zone along the Grand River adjacent to East End RV. I use the Grand River regularly for transportation and have concerns about changing the existing wake zone after development has already occurred. East End RV invested to develop along this stretch of river, and I believe the impacts and operating conditions associated with boat traffic should have been evaluated as part of the planning and approval process before that investment. The Scott Flahive boat launch at East Grand River Park and adjacent properties have operated within the existing wake zone the entire time. In addition, between East End RV and Coastal Zone Marina, there is a fishing dock and another boat launch also operating in this stretch. If the concern is wake impacts, I believe the City and DNR should evaluate the entire section of river and apply consistent criteria to all existing boat launches, fishing docks, marinas, and river users. As a river user, I rely on predictable rules, not shifting restrictions after the fact. Thank you for considering my comments. Sincerely, Todd Neil.

Todd Neil

Great Lakes Machine Solutions

1644 Franklin

Grand Haven MI, 49417

[https://link.edgepilot.com/x/yoCqeXUFt9Ma_jOO-smp8d8?
u=http://www.greatlakesmachinesolutions.com/](https://link.edgepilot.com/x/yoCqeXUFt9Ma_jOO-smp8d8?u=http://www.greatlakesmachinesolutions.com/)

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User IP Address: 97.91.1.91

User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko)

Chrome/152.0.0.0 Safari/537.36 Edg/152.0.0.0

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 21, 2026**

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

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

Absent:

Others Present: City Manager Ashley Latsch, Assistant City Manager Dana Kollwehr, Project Management Director Derek Gajdos, and Waterfront & Events Manager Brian Jarosz.

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL OF CONSENT AND REGULAR AGENDAS

26-199 Mayor Pro-tem **Dora** moved, seconded by Council Member **Kallio**, to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Jeffrey Miller, 1120 S Harbor: Commented on a peaking plant that has been proposed to be located at a property near the Airport.

Nancy O'Neill, 216 S 2nd Street: Commented on a peaking plant that has been proposed to be located at a property near the Airport.

Sean O'Neill, 216 S 2nd Street: Commented on a peaking plant that has been proposed to be located at a property near the Airport.

Jim Hagen, 400 Lake: Commented on a peaking plant that has been proposed to be located at a property near the Airport.

Rich Clapp, 217 Grand: Commented on a peaking plant that has been proposed to be located at a property near the Airport.

Estrellita Bazuin, 1715 Robbins Rd: Thanked City Council for their consideration for the Hispanic Heritage Month proclamation and made comments regarding the International Day of Peace.

CONSENT AGENDA.

26-200 Approve the Special Work Session and Regular City Council meeting minutes for September 08, 2026.

26-201 Approve the bills memo in the amount of \$3,946,625.49 **Attachment A**

26-202 Approve designating Mayor Monetza as the official representative to cast the vote for the City of Grand Haven at the Michigan Municipal League Annual Meeting, and to designate Mayor Pro-tem Dora as the alternate.

Council Member **Fritz** moved, seconded by Mayor Pro-tem **Lyon**, to approve the Consent Agenda as presented.

Council Member Fritz commented on the bills memo amount.

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS

26-203 Council Member **Kallio** moved, seconded by Council Member **Lyon**, to approve a resolution to request the Department of Natural Resources investigate and hold a public hearing to determine the need for speed control on the Grand River adjacent to the frontage of East Point RV Resort Marina located at 200 North Beechtree Street.

Roll Call Vote:

This motion carried unanimously.

26-204 Council Member **Fritz** moved, seconded by Council Member **Kallio**, to approve temporary street and parking closures on October 2, 2026, to accommodate the filming of a nationwide Toyota commercial featuring Grand Haven.

Roll Call Vote:

This motion carried unanimously.

26-205 Mayor Pro-tem **Dora** moved, seconded by Council Member **Kallio**, to approve a request from the Grand Haven High School Marching Band to conduct a marching parade down

Washington Avenue beginning at 6th Street and concluding at Lynne Sherwood Waterfront Stadium with a performance in conjunction with the Musical Fountain on September 25, 2026.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Lyon commented on events happening in the City of Grand Haven before the next council meeting.

Mayor Pro-tem Dora shared a food drive that is happening on September 26th at the Eagles in partnership with Love in Action.

Council Member Fritz commented on the food drive at the Eagles along with other donation opportunities.

Council Member Kallio commented on her absence at the last meeting.

Mayor Monetza commented on business openings that he has attended recently and a call he had with the Michigan Municipal League's Energy and Environment Committee pertaining to pending legislation on battery disposal and data centers.

CITY MANAGER REPORT

City Manager Ashley Latsch announced that the Fire Prevention Open House will be on September 30th from 5:30 to 7 pm at the Grand Haven Department of Public Safety.

CALL TO AUDIENCE SECOND OPPORTUNITY

Jeffrey Miller, 1120 S Harbor: Commented on short-term rentals.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 8:33 p.m.

Minutes prepared and submitted by Deputy City Clerk, Amy Vos.

Robert Monetza, Mayor

Amy Vos, Deputy Clerk

Regular City Council Meeting Minutes
Monday, September 21, 2026
Page 4

Attachment A

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

09.21.26

FUND NUMBER	FUND NAME	ACH		CREDIT CARD		TOTALS
		WARRANT 09.09.26	WARRANT 09.11.26	WARRANT 09.11.26	WARRANT 09.11.26	
101	General Fund	\$54,681.63	\$25,782.39	\$346.76	\$11,865.17	\$92,675.95
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$111.00	\$43,422.94	\$0.00	\$13,860.00	\$57,393.94
203	Local Street Fund	\$111.00	\$6,249.52	\$0.00	\$0.00	\$6,360.52
235	Public Safety Millage Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LBRF TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Economic Development Corp Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	Brownfield TIF GL Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Grand Haven Main Street DDA Fund	\$437.62	\$22.00	\$165.00	\$526.06	\$1,150.68
272	2008/17 UTGO Inf Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	2014 LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust Fund	\$0.00	\$0.00	\$0.00	\$20.00	\$20.00
352	Brownfield TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	2008/17 UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	2014 LTGO Bond Debt Fund	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
375	Public Safety Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$0.00	\$199.54	\$199.54
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island Remediation Fund	\$622.96	\$18,017.74	\$0.00	\$1,548.40	\$20,189.10
435	Public Safety Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	2008/17 UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	2014 LTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Recreation Authority	\$0.00	\$0.00	\$0.00	\$1,116.95	\$1,116.95
509	Sewer Authority Operating	\$3,093.08	\$83.50	\$0.00	\$397.53	\$3,574.11
509	Sewer Authority SL Force Main	\$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
509	GH/SL SA-2013 Debt	\$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
509	GH/SL SA-Local Lift Station Debt	\$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
510	NOWS Operating	\$56,356.78	\$9,937.83	\$4,770.00	\$0.00	\$71,064.61
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airport Fund	\$255.02	\$94.67	\$0.00	\$0.00	\$349.69
590	City Sewer Fund	\$323.53	\$22,321.28	\$0.00	\$7,680.00	\$30,324.81
591	City Water Fund	\$2,781.96	\$34,469.52	\$172.48	\$8,198.18	\$45,622.14
594	Marina Fund	\$981.45	\$290.80	\$0.00	\$2,074.50	\$3,346.75
597	Boat Launch Fund	\$40.01	\$0.00	\$0.00	\$0.00	\$40.01
661	Motor Pool Fund	\$1,068.74	\$651.76	\$3,634.56	\$13.27	\$5,368.33
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$45,252.36	\$0.00	\$45,252.36
679	Health Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$18,431.17	\$2,592,945.04	\$950,899.79	\$0.00	\$3,562,276.00
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$139,295.95	\$2,754,588.99	\$1,005,240.95	\$47,499.60	\$3,946,625.49

\$3,946,625.49 Total Approved Bills
 \$3,607,528.36 Minus eligible bills for release without prior approval: including Utility,
 \$339,097.13 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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

10.05.26

FUND NUMBER	FUND NAME	WARRANT 09.23.26	ACH WARRANT 09.23.26	WARRANT 09.30.26	ACH WARRANT 09.30.26	TOTALS
101	General Fund	\$88,789.10	\$11,826.65	\$22,364.15	\$47,602.07	\$170,581.97
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$7,270.00	\$486.84	\$0.00	\$966.38	\$8,723.22
203	Local Street Fund	\$243.78	\$0.00	\$0.00	\$1,138.76	\$1,382.54
235	Public Safety Millage Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LBRF TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$170,251.27	\$499,587.37	\$669,838.64
244	Economic Development Corp Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	Brownfield TIF GL Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Grand Haven Main Street DDA Fund	\$25,025.00	\$0.00	\$86.43	\$230.49	\$25,341.92
272	2008/17 UTGO Inf Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	2014 LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	2008/17 UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$16,614.50	\$16,614.50
373	2014 LTGO Bond Debt Fund	\$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
375	Public Safety Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$0.00	\$143.74	\$143.74
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island Remediation Fund	\$0.00	\$0.00	\$0.00	\$43.00	\$43.00
435	Public Safety Capital Project Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	2008/17 UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	2014 LTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Recreation Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operating	\$14,607.13	\$59.73	\$2,347.51	\$10,588.97	\$27,603.34
509	Sewer Authority SL Force Main	\$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
509	GH/SL SA-2013 Debt	\$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
509	GH/SL SA-Local Lift Station Debt	\$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
510	NOWS Operating	\$14,711.34	\$0.00	\$0.00	\$5,931.77	\$20,643.11
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airport Fund	\$205.45	\$0.00	\$0.00	\$30,331.33	\$30,536.78
590	City Sewer Fund	\$291.65	\$1,005.81	\$2,350.89	\$11,601.72	\$15,250.07
591	City Water Fund	\$2,077.89	\$0.00	\$632.25	\$124,492.53	\$127,202.67
594	Marina Fund	\$10,165.42	\$0.00	\$0.00	\$2,208.80	\$12,374.22
597	Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$275.00	\$275.00
661	Motor Pool Fund	\$1,535.84	\$0.00	\$27,500.00	\$10,551.96	\$39,587.80
677	Self Insurance Fund	\$0.00	\$0.00	\$1,000.00	\$94,395.75	\$95,395.75
678	OPEB/Retiree Benefits Fund	\$1,167.09	\$0.00	\$0.00	\$0.00	\$1,167.09
679	Health Benefits Fund	\$91.80	\$0.00	\$0.00	\$0.00	\$91.80
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$61,365.93	\$0.00	\$4,751,577.71	\$11,388,234.72	\$16,201,178.36
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$227,547.42	\$13,379.03	\$4,978,110.21	\$12,244,938.86	\$17,463,975.52

\$17,463,975.52 Total Approved Bills

\$16,297,833.00 Minus eligible bills for release without prior approval: including Utility,

\$1,166,142.52 Retirement, Insurance, Health Benefit, and Tax Collection Funds

CITY OF GRAND HAVEN

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager *DK*

DATE: October 1, 2026

SUBJECT: Operating Agreement with Mulligan's Hollow Ski Bowl Association

The City of Grand Haven has historically contracted with the Mulligan's Hollow Ski Bowl Association to manage and operate the Mulligan's Hollow Ski Bowl during the winter season. The City owns the land, buildings, and equipment associated with the Ski Bowl, while the Association provides the staffing, programming, and day-to-day operational oversight necessary to operate the facility. The current agreement originated in 2019 and has been updated to better reflect current operations, responsibilities, and expectations of both parties.

Attached for City Council's consideration is a revised Management and Operations Agreement between the City and the Association, with an effective date of November 1, 2026. The proposed agreement establishes a term through April 1, 2032, with the ability for the parties to subsequently extend the agreement through additional one-year terms.

Agreement Overview

The revised agreement more clearly defines the respective responsibilities of the City and the Association and updates the agreement to reflect actual operating practices. The Association will continue to manage and operate the Ski Bowl during the defined winter season and will be responsible for staffing, regulatory compliance, safety practices, programming, equipment maintenance, facility upkeep during its operating season, financial accounting, and collection of operating revenues.

The agreement further clarifies the financial relationship between the parties. The Association will account for revenues generated through Ski Bowl operations and reimburse the City for specified utility and insurance costs, subject to the terms of the agreement. As in the past, operating revenue exceeding \$10,000 that is not used within the City fiscal year will be transferred to the Mulligan's Hollow fund maintained through the Grand Haven Area Community Foundation for future equipment or capital improvements.

The City will continue to provide certain support for the facility, including payment of regular utility bills, maintenance and snow plowing of the access drive and parking areas, insurance coverage, and maintenance of the Capital Improvement Fund through the Grand Haven Area Community Foundation.

Overall, the revised agreement is intended to provide clearer expectations for both parties, appropriately distinguish responsibilities during and outside of the winter operating season, and establish greater consistency between the written agreement and the manner in which the Ski Bowl is currently operated.

**CITY OF GRAND HAVEN
MANAGEMENT AND OPERATIONS AGREEMENT**

- I. **THE PARTIES:** This Management and Operations Agreement ("Agreement") made ~~effective on November 01, 2024~~ effective on October 01, 2024, by and between:

The City of Grand Haven, with a mailing address of 519 Washington Avenue, Grand Haven, Michigan 49417, Attn: City Manager ("The City"), who enters this agreement with:

The Association: Mulligan's Hollow Ski Bowl Association ("The Association"), a 501(c)3 Tax Exempt Non Profit Domestic Corporation of 600 Mulligans Lane, Grand Haven, MI 49471 Attn: President who on behalf of the Association, agrees to the terms that are outlined in this agreement.

~~Collectively~~ the City and Association are each referred to as a "Party" and collectively, shall be known as the "Parties."

II. **RECITALS:**

- a. The City owns the land, buildings and equipment in Mulligan's Hollow Park that are currently seasonally operated for winter skiing/snowboarding and commonly referred to as the "Ski Bowl" as depicted on the diagram and property list attached as Exhibit A to this Agreement.
- b. The City has historically contracted with the Association to manage the Ski Bowl and its operations and to maintain its facilities and equipment.
- c. The Association was created, in part, to manage and operate the Ski Bowl and to maintain the Ski Bowl equipment and the Parties believe the Association can do so in an efficient manner.
- d. The Parties agreement from July 15, 2019 needed to be rewritten to reflect changes in expectations and to reflect actual use and practices.

III. **DESCRIPTION OF THE PREMISES.** The Association agrees to utilization and Management of the described space:

Street Address: 600 Mulligans Hollow Dr.,
Grand Haven, MI 49417.

Parcel #: Portion of # 70-03-29-160-004

Type of Space: Commercial-Improved.

Square Footage: Approx. 4.2 acres.

Other Description: Area commonly known as
Mulligans Hollow, Mulligans Hollow ski-
bowl, and Barn

Hereinafter known as the "Premises."



IV. GENERAL AGREEMENT. In exchange for the consideration in and referred to by this Agreement, the sufficiency of which is acknowledged, the **P**parties agree as follows:

- a. The Association shall manage and operate the Ski Bowl for the **W**winter **S**seasons (as defined below) during the term of this Agreement. Weather depending, the Ski Bowl facilities may be open as early as November 1st and remain open as late as March 30th. However, weather depending, the Ski Bowl facilities shall open not later than December 15 and shall remain open until at least February 28. **This period of actual Ski Bowl operation by the Association is referred to as the "Winter Season."**

V. MANAGEMENT AND OPERATION DUTIES AND OBLIGATIONS. The **P**parties shall have the following duties and obligations for the management and operation of the Ski Bowl:

- a. Association. The Association shall:
 - i. Obtain and maintain any required license or permit issued by any governmental official, agency or authority (other than the City) that is necessary to operate the Ski Bowl **during each Winter Season**. To the extent needed to obtain those licenses or permits, the City shall cooperate by providing required information, documents and signatures.
 - ii. Operate the Ski Bowl **each Winter Season** in accordance with all governmental laws, rules, regulations, license and permit requirements, orders, guidelines and directives applicable to the operation of a municipally owned and operated skiing facility and public park. Without limiting the generality of the preceding sentence, this includes compliance with all applicable safety standards, civil rights and equal access requirements, food service and handling regulations, and occupational health and safety requirements.
 - iii. Operate the Ski Bowl **each Winter Season** in accordance with generally accepted health and safety and other practices applicable to skiing operations and public parks like the Ski Bowl.

- iv. For each Winter Season pProvide all staffing for the Ski Bowl management and operations from Association employees and volunteers in accordance with all applicable laws, rules and regulations governing staffing of similar municipal operations in Michigan. Without limiting the generality of the preceding sentence, this includes requirements for (i) criminal background checks on all volunteer or paid personnel to ensure they are free of any background that might indicate a risk to minors using the Ski Bowl, (ii) appropriate testing for drugs and alcohol for persons operating lift or tow equipment, snow making machines or any other Ski Bowl machinery or equipment, and (iii) compliance with all applicable equal employment opportunity requirements. All such personnel shall be solely under the direction of the Association and shall not, for any purpose, be or be represented to be employees or agents of the City. However, all such employees are representatives of the City and, as such, shall conduct themselves in a manner that reflects well on the City. They shall wear identifying clothing and have photo identification. They shall treat members of the public and all users of the Ski Bowl with courtesy, respect and patience. They shall not, while working at the Ski Bowl (i) use profanity, (ii) use racial, ethnic, sexual, religious or other slurs, epithets, or other wording that may be unreasonably or unlawfully offensive, (iii) engage in any conduct that may constitute sexual or other harassment or intimidation, (iv) smoke, consume any liquor or alcoholic beverage, use any illicit drugs (including marijuana even if considered legal under the laws of the State), use prescription drugs except those prescribed for them in accordance with the prescribed instructions for use, or use prescription drugs even if in accordance with the prescribed instructions for use if the use precludes them from performing their duties per this Agreement, or (v) engage in horseplay, "improper use of equipment or other activities that may set a bad example for Ski Bowl users. The Association will obtain and maintain worker's disability and unemployment compensation coverage for all such employees.
- v. Engage in the following activities: (i) as and with the frequency the Association reasonably deems appropriate, conduct fund raising events in conjunction with appropriate Grand Haven Area Community Foundation fund, (ii) during the hours the Ski Bowl is open during the Winter Season, sell concessions consisting of food and beverage items (no liquor or alcoholic beverages may be sold, provided, possessed, distributed or used within the Ski Bowl property except as first approved in writing by the City Manager), (iii) as the Association may reasonably deem appropriate provide lessons, (iv) as the Association may reasonably deem appropriate, create and support leagues, (v) solicit business and individual gifts, (vi) as the Association reasonably deems appropriate, rent ski and snowboarding equipment, and (v) during each Winter Season oversee use of the Ski Bowl in a way that promotes fun, and ensures safety and care for the facilities.
- vi. To the extent that it has the funds to do so, mMaintain, repair and replace the Ski Bowl equipment, including, without limitation, snowmaking equipment, grooming equipment, tow ropes, snowmobile(s), concessions equipment, computers, and other equipment needed to operate the Ski Bowl. During the Winter Season tThe

Association shall also keep the interiors of the buildings in a clean and sanitary condition and perform general maintenance and minor repairs as needed to maintain the buildings in a condition at least as good as they were prior to the commencement of this Agreement, reasonable wear and tear excepted. ~~The Association shall including~~ regularly "police" the Ski Bowl area to pick-up and contain all trash until it is removed. The Association may, but is not required to, add equipment to the Ski Bowl. Such equipment shall, to the extent paid in whole or in part from proceeds of activities permitted by or undertaken pursuant to this Agreement, remain the property of the City upon the termination of this Agreement. Any equipment purchase in excess of \$5,000, which is made in whole or in part with proceeds from operating the Ski Bowl, requires the approval of the City Manager, which approval shall not be unreasonably withheld. Any equipment purchase in which the Association wishes to be reimbursed by the Mulligan's Hollow Ski Bowl Capital Improvement Fund ("Capital Improvement Fund"),¹ which is currently maintained by the applicable Grand Haven Area Community Foundation ("GHACF") requires the Association to funds shall submit a written request to the City Manager and, if agreed to by the City, the City shall seek reimbursement from the GHACF on behalf of both ~~P~~ parties.

- vii. To the extent possible, prepare the Ski Bowl for ~~each~~ the W winter S season, and close and return the Ski Bowl at the end of ~~such~~ the S season to its current shut-down condition. At the end of ~~each~~ Winter S season, remove all Association material from the Mulligans Hollow Lodge and relocate to the Barn or appropriate facility. Additionally, at the end of ~~each~~ Winter S season, the Association will ensure the facility is returned to a cleaned state similar to where it was at the beginning of ~~such~~ the S season, save normal wear from use.
- viii. ~~Maintain~~ Implement a scholarship program to provide financial assistance to qualified ~~Ski Bowl users~~ skiers.
- ix. Accurately account for all funds it receives for operating the Ski Bowl or as a result of any activities permitted by or undertaken pursuant to this Agreement. Such funds may only be used for managing and operating the Ski Bowl as specifically permitted by this Agreement and shall not inure to the benefit of any private party, including the Association. Accounting shall comply with Michigan's Uniform Budgeting and Accounting Act and all other governmental laws, rules, regulations, and standards applicable to Michigan municipalities as well as GAAPs. The City may audit such accounts at any time with reasonable notice to the Association. The Ski Bowl accounts shall be available for auditing as part of the City's annual external audit.
- x. Prepare, handle, store and maintain all Association documents, records, and other written or communicative materials concerning the Ski Bowl, this Agreement, or

¹ The Capital Improvement Fund is organized under the July 2019 Organization Non-Endowed Fund Agreement ("Fund Agreement").

the activities permitted by or undertaken pursuant to this Agreement as " public records" subject to Michigan' s Freedom of Information Act. Records, including financial, shall be retained per the State of Michigan Department of Technology, Management & Budget Retention and Disposal Schedule.

- xi. Annually, no later than 15 ~~November~~April, ~~advise~~submit to the City ~~Manager of Council for approval (which will not be unreasonably withheld), the~~ schedule of rates, including but not limited to: ~~admissions,~~ day passes, weekend passes, season passes, ~~and~~ equipment rental, ~~and lift ticket~~ rates. ~~The Association will not increase or decrease approved rates without written permission from the City Manager.~~
 - xii. ~~During each Winter Season, c~~Collect all applicable payments, fees and charges for use of the Ski Bowl. Any and all ~~such~~ payments received from operating the Ski Bowl (i.e., receipts other than donations and/or proceeds related to fundraising) shall hereinafter be referred to as " Operating Revenue."
 - xiii. Remove snow and ice from Ski Bowl walkways.
 - xiv. Name the City as ~~an~~ additional insured party on all insurance coverage purchased and supply City with annual certification of said coverage. The City shall be advised in writing by the applicable insurance carriers at least 30 days before the insurance coverage expires, or before the City is removed as an additional insured party ~~as defined (in Section VIII) below.~~
 - xv. ~~During each Winter Season, p~~Pay for all utilities used at the Ski Bowl, other than those utilities paid by the City per b(i) below.
- b. City. The City shall:
- i. Pay regular, periodic bills for water, sewer, natural gas, electricity, and garbage services provided to the Ski Bowl.
 - ii. Maintain and snow plow the access drive to the Ski Bowl and the parking lots included as part of the Ski Bowl.
 - iii. Obtain and maintain insurance coverage for the Ski Bowl including property coverage and all necessary liability coverage for the Association's management and operation of the Ski Bowl. ~~The City will have named the Association, including its officers, Board of Directors and employees, as an additional insured party on all insurance coverage purchased and supply the Association with annual certification of said coverage. The Association shall be advised in writing by the applicable insurance carriers at least 30 days before the insurance coverage expires, or before the Association is removed as an additional insured party.~~
 - iv. Establish and maintain a three-person advisory board which will be comprised of at least two members of the Association Board (hereinafter the "Advisory Board").

A majority of the members of the Advisory Board will attend Association Board meetings and report to the City Manager and advise the City, as deemed necessary, in connection with the Association's operations and management of the Ski Bowl.

- v. Maintain the Capital Improvement ~~donation~~ Fund at the Grand Haven Community Foundation for purposes of soliciting, collecting, investing, and maintaining funds to be utilized for capital improvements at the Ski Bowl. ~~The fund shall be referred to as the Mulligan's Hollow Ski Bowl Capital Improvement Fund.~~
- vi. The Association must contact the City for approval of utilization of ~~capital improvement~~ funds from the Capital Improvement Fund referenced above.

VI.

REVENUES AND PAYMENTS. Each Pparty shall account for all revenues received for activities permitted by or undertaken pursuant to this Agreement. The City shall provide to the Association copies of utility billings the City receives and pays for the Ski Bowl as well as a breakout of the costs incurred by the City in providing the insurance required by Section V(a).^{xiv} above. ~~The Pparties~~ contemplate that the Operating Revenue collected by the Association will be sufficient to reimburse the City for (1) its costs incurred for utilities, including 10% of the water usage each November 1 through March 31; and (2) insurance (described in Section V(a).^{xiv} above), as well as to pay all costs incurred by the Association with sufficient remaining funds to invest in additional equipment for the Ski Bowl. The Association shall make such reimbursement to the City within 30 days of receipt of the invoice from the City. Any Operating Revenue in excess of \$ 10,000 not used within any City fiscal year (ending on June 30) (hereinafter "Excess Revenue"), shall be transmitted to Mulligans Hollow's Non-Endowed Immediate Needs ~~the Ski Bowl Capital Improvement~~ Fund held by, invested by and managed by the GHACF ~~Grand Haven Community Foundation~~ for use to improve or purchase equipment for, or make capital improvements to, the Ski Bowl as determined necessary by the Association and approved by the City Manager for any purchase in excess of \$ 5,000). In the event that, after paying all other operating expenses, there is not sufficient Operating Revenue received for activities permitted by or undertaken pursuant to this Agreement to reimburse the City as provided for in this Section, the City may forgive, waive and release the Association from paying the amount of the deficiency. If the City refuses to waive any such deficiency, the amount of the deficiency may be paid from any Excess Revenue received by the Association the following year.

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- VII. **TERM.** The term of this Agreement shall be from November ~~October~~ 31, 2026⁴ until April 1, 2032²⁹. At the termination of this Agreement, the Association shall yield and deliver the Ski Bowl and all equipment and facilities in a condition at least as good as they were in prior to the commencement of this Agreement, reasonable wear and tear excepted, together with all additional equipment purchased with revenues obtained by activities permitted by or undertaken pursuant to this Agreement. The City and the Association may agree, by letter signed by City Manager and Board President, by July 1 of 2032²⁹ and each succeeding year, to extend this Agreement for up to ten additional one-year terms.

VIII. PUBLIC LIABILITY AND INDEMNITY.

a. Association and City Indemnification Obligations.

Association. During the term of this Agreement and any hold-over term or any extension hereof, ~~the~~ Association shall hold the City (including, for the purposes of this provision, its officers and employees) harmless from, ~~and~~ indemnify them for ~~and~~ against any demand, claim, loss, damages, award, judgement, fine or penalty, resulting from 1) the Association's use or occupancy of the Premises during the Winter Season, 2) the Association's breach of or default under this Agreement or 3) the grossly negligent or wrongful acts of the Association or any of their officers, partners, agents, contractors, patrons, employees, agents, servants, visitors, sub-lessees, or invitees on or about or related to the conduct of the Association's business or the condition of the Premises during the term of this Agreement, any hold-over term or any extension thereof (collectively, "Losses"). No such matter may be settled or resolved without the City's prior written consent which will not be unreasonably withheld. ~~The Association will further hold the City harmless from, indemnify it for against any and all claims, costs and expenses arising during the term of this Agreement from any breach of or default under this Agreement by the Association, or arising from any act of negligence of the Association, or any of their partners, agents, contractors, employees, sub-lessees, or patrons in or about the Premises. If any Losses incurred by the City result in any entitlement to insurance recovery, then the amount of such damages payable by the Association will be adjusted to reflect such benefit, net of any reasonable costs of recovery.~~

The Association shall not be liable to the City or to any other person or entity on or about the Premises, including, without limitation, any licensee, invitee, patron, customer or employee of the City for any loss, damage or injury sustained by them outside of the Winter Season.

City. During the term of this Agreement and any hold-over term or any extension hereof, the City shall hold the Association (including, for the purposes of this provision, its officers, Board of Directors and employees) harmless from and indemnify them for and against any demand, claim, loss, damages, award, judgement, fine or penalty, resulting from the City's breach of Section V(b)(ii) above. No such matter may be settled or resolved without the Association's prior written consent which will not be unreasonably withheld.

a. — The City shall not be liable to the Association or to any other person or entity on or about the Premises, including, without limitation, any licensee, invitee, patron, customer or employee of the Association for any loss, damage or injury sustained by them during the Winter Season.

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b. The Association shall, during the term of the Agreement, obtain and maintain, at their sole expense, policies of insurance meeting the requirements stated below. All such insurance policies shall name the City, including its officers and employees, as additional insured, shall provide that the City shall be given at least thirty (30) days' prior written notice for any cancellation, termination or material change in coverage, and shall be placed with insurer's qualified and registered to do business in the State of Michigan. The Association shall annually provide to the City copies of certificates of insurance showing the premiums on such policies to have been paid and shall, upon request, provide the City with copies of all such insurance policies.

Requirements:

For the duration of each Winter Season:

- i. Comprehensive general liability insurance covering the Premises and all operations thereon (including dram shop liability) for injuries, death or property damage and with limits not less than \$1,000,000 per person and \$1,000,000 per occurrence.
- ii. Fire and casualty extended coverage, including lightning, vandalism and malicious mischief in an amount adequate to cover the entire value of the building, its improvements, personal property, fixtures, furnishings, equipment and all alterations and improvements and contents thereon or therein.
- iii. The Association shall also maintain with insurers legally privileged to provide such coverage in Michigan, all required workers' disability compensation insurance covering all personnel employed by the Association to work directly or indirectly at the Premises.

IX. **ALTERATIONS.** During the term of this Agreement, the Association may not make any major alteration to the Ski Bowl or to the topography or vegetation of the ski area without the prior written approval of the City Manager.

~~X. **ASSIGNMENT.** Neither this Agreement nor any part of it nor any rights, duties or obligations under it shall be assigned by either party without the prior written consent of the other party. The Association shall not delegate its performance required under this Agreement to another party without the prior written consent of the City Manager.~~

Commented [BW1]: Assignment is covered again below.

~~XI.X.~~ **REPAIRS AND MAINTENANCE.** During the Agreement term and except as provided below, the Association shall, at their sole expense, perform all remodeling, repairs and maintenance necessary to keep the Premises in as good condition as it is at the commencement date of the term, reasonable wear and tear expected. Without limiting the generality of the preceding sentence, the Association shall be responsible for all maintenance and repairs, all trash storage until and removal, snow removal (as provided in V(a)(xiii) above), ~~all landscaping and during each Winter Season~~ care of the grounds of the ~~Leased~~ Premises and all building maintenance ~~and for the~~ building improvements. However, the Association is not responsible for any repairs that are required due to damage or loss that occurs outside of the Winter Season and not attributable to any act or omission of the Association.

~~XII.XI.~~ **LIENS.** The Association shall not permit any mechanics, contractors, suppliers or other liens to be filed against the fee of the Premises or against the Association's interest in the Premises at any time or for any reason. The Association shall hold the City harmless from and indemnify the City against such liens. If any such liens are filed against the Premises, the Association shall immediately take all actions needed to remove

them. This paragraph is not to be construed as an admission by the City that such lien can properly be levied against the Premises. The City may post the Premises with a notice of non-responsibility necessary to protect the City and said Premises from any such liens.

XIII.XII. SIGNS. No signs shall be placed on or about the Premises by the Association without the prior written approval of the City. The Association shall remain in compliance with the City of Grand Haven Zoning Ordinance in regards to signage at all times.

XIV.XIII. ACCESS. The City and its duly authorized agents shall have free access to the Premises at any reasonable time for inspection of the Premises or for preventing, abating, or stopping any nuisance or activity which violates this Agreement or any applicable law, or which the City Council, by resolution, may determine to be injurious to the reputation of the City or the Premises or unreasonably disruptive of the peace and dignity of the City of its residents.

XV.XIV. ASSIGNMENT OR USE BY OTHERS. ~~Neither this Agreement nor any part of it nor any rights, duties or obligations under it shall be assigned by either Party without the prior written consent of the other Party. The Association shall not delegate its performance required under this Agreement to another party without the prior written consent of the City Manager. The Association may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the City's prior written consent.~~ Any permitted assignment or subleasing shall not relieve the Association from any obligations under this Agreement, including, without limitation, the obligation to pay rent, unless the City releases the Association in writing from any such obligations. Acceptance of rent by the City from a purported assignee, transferee or sub-lessee shall not constitute consent to the assignment or subleasing to such person or entity.

XVI.XV. PROPERTY RIGHTS. ~~Except as provided in this Agreement, t~~This Agreement does not grant or convey to the Association any rights, title or interest in the ~~P~~premises. The City retains all property rights to the assigned area.

XVII.XVI. MISCELLANEOUS.

- a. The Association shall submit an annual report to the City Council each year, no later than April 15th, including the following information:
 - i. Annual revenues and expenditures on operations;
 - ii. Fundraising results and investment in facilities and equipment;
 - iii. Report on number of users; and
 - iv. ~~Quantity of s~~Season passes sold ~~and municipality of residence of the Purchasers.~~

~~v. GHACF Capital Improvement Fund Statements as of 12/31 of the prior calendar year.~~

- b. The Association shall not ~~at any time, store anything on top of the HVAC unit in~~utilize the attic of Mulligans Hollow Lodge ~~and such HVAC unit must be accessible at all times for the purpose of storage at any point.~~
- c. This is the entire agreement between the Pparties with respect to its subject matter. It may not be modified or amended except in writing, signed by both Pparties. The captions are for convenience of reference only and shall form no part in its interpretation. The recitals, however, are an integral part of this Agreement. This Agreement shall not be affected by any course of dealing or usage of trade.
- d. In case of any dispute pursuant to this Agreement, the Pparties agree that, to the extent not otherwise prohibited by law, the jurisdiction and venue for any such dispute shall be solely within the state courts located in Ottawa County, Michigan.
- e. This Agreement shall be binding upon the Pparties and their respective successors and assigns as permitted by this Agreement.

The Pparties have signed this Agreement on the dates indicated below.

CITY OF GRAND HAVEN

By: _____
Robert Monetza, Mayor

Date: _____

By: _____

_____-Todd Hardebeck, President

Date: _____

By: _____
Maria Boersma, Clerk

Date: _____

CITY OF GRAND HAVEN MANAGEMENT AND OPERATIONS AGREEMENT

- I. THE PARTIES:** This Management and Operations Agreement (“Agreement”) made effective November 01, 2026, by and between:

The City of Grand Haven, with a mailing address of 519 Washington Avenue, Grand Haven, Michigan 49417, Attn: City Manager (“The City”), who enters this agreement with:

The Association: Mulligan’s Hollow Ski Bowl Association (“The Association”), a 501(c)3 Tax Exempt Non Profit Domestic Corporation of 600 Mulligans Lane, Grand Haven, MI 49471 Attn: President who, on behalf of the Association, agrees to the terms that are outlined in this agreement.

The City and Association are each referred to as a “Party” and collectively, the “Parties.”

II. RECITALS:

- a. The City owns the land, buildings and equipment in Mulligan’s Hollow Park that are currently seasonally operated for winter skiing/snowboarding and commonly referred to as the “Ski Bowl” as depicted on the diagram and property list attached as Exhibit A to this Agreement.
- b. The City has historically contracted with the Association to manage the Ski Bowl and its operations and to maintain its facilities and equipment.
- c. The Association was created, in part, to manage and operate the Ski Bowl and to maintain the Ski Bowl equipment and the Parties believe the Association can do so in an efficient manner.
- d. The Parties agreement from July 15, 2019 needed to be rewritten to reflect changes in expectations and to reflect actual use and practices.

- III. DESCRIPTION OF THE PREMISES.** The Association agrees to utilization and Management of the described space:

Street Address: 600 Mulligans Hollow Dr.,
Grand Haven, MI 49417.

Parcel #: Portion of # 70-03-29-160-004

Type of Space: Commercial-Improved.

Square Footage: Approx. 4.2 acres.

Other Description: Area commonly known as
Mulligans Hollow, Mulligans Hollow ski-
bowl, and Barn

Hereinafter known as the "Premises."



IV. GENERAL AGREEMENT. In exchange for the consideration in and referred to by this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows:

- a. The Association shall manage and operate the Ski Bowl for the Winter Seasons (as defined below) during the term of this Agreement. Weather depending, the Ski Bowl facilities may be open as early as November 1st and remain open as late as March 30th. However, weather depending, the Ski Bowl facilities shall open not later than December 15 and shall remain open until at least February 28. This period of actual Ski Bowl operation by the Association is referred to as the "Winter Season."

V. MANAGEMENT AND OPERATION DUTIES AND OBLIGATIONS. The Parties shall have the following duties and obligations for the management and operation of the Ski Bowl:

- a. Association. The Association shall:
 - i. Obtain and maintain any required license or permit issued by any governmental official, agency or authority (other than the City) that is necessary to operate the Ski Bowl during each Winter Season. To the extent needed to obtain those licenses or permits, the City shall cooperate by providing required information, documents and signatures.
 - ii. Operate the Ski Bowl each Winter Season in accordance with all governmental laws, rules, regulations, license and permit requirements, orders, guidelines and directives applicable to the operation of a municipally owned and operated skiing facility and public park. Without limiting the generality of the preceding sentence, this includes compliance with all applicable safety standards, civil rights and equal access requirements, food service and handling regulations, and occupational health and safety requirements.
 - iii. Operate the Ski Bowl each Winter Season in accordance with generally accepted health and safety and other practices applicable to skiing operations and public parks like the Ski Bowl.

- iv. For each Winter Season provide all staffing for the Ski Bowl management and operations from Association employees and volunteers in accordance with all applicable laws, rules and regulations governing staffing of similar municipal operations in Michigan. Without limiting the generality of the preceding sentence, this includes requirements for (i) criminal background checks on all volunteer or paid personnel to ensure they are free of any background that might indicate a risk to minors using the Ski Bowl, (ii) appropriate testing for drugs and alcohol for persons operating lift or tow equipment, snow making machines or any other Ski Bowl machinery or equipment, and (iii) compliance with all applicable equal employment opportunity requirements. All such personnel shall be solely under the direction of the Association and shall not, for any purpose, be or be represented to be employees or agents of the City. However, all such employees are representatives of the City and, as such, shall conduct themselves in a manner that reflects well on the City. They shall wear identifying clothing and have photo identification. They shall treat members of the public and all users of the Ski Bowl with courtesy, respect and patience. They shall not, while working at the Ski Bowl (i) use profanity, (ii) use racial, ethnic, sexual, religious or other slurs, epithets, or other wording that may be unreasonably or unlawfully offensive, (iii) engage in any conduct that may constitute sexual or other harassment or intimidation, (iv) smoke, consume any liquor or alcoholic beverage, use any illicit drugs (including marijuana even if considered legal under the laws of the State), use prescription drugs except those prescribed for them in accordance with the prescribed instructions for use, or use prescription drugs even if in accordance with the prescribed instructions for use if the use precludes them from performing their duties per this Agreement, or (v) engage in horseplay," improper use of equipment or other activities that may set a bad example for Ski Bowl users. The Association will obtain and maintain worker's disability and unemployment compensation coverage for all such employees.
- v. Engage in the following activities: (i) as and with the frequency the Association reasonably deems appropriate, conduct fund raising events in conjunction with appropriate Grand Haven Area Community Foundation fund, (ii) during the hours the Ski Bowl is open during the Winter Season, sell concessions consisting of food and beverage items (no liquor or alcoholic beverages may be sold, provided, possessed, distributed or used within the Ski Bowl property except as first approved in writing by the City Manager), (iii) as the Association may reasonably deem appropriate provide lessons, (iv) as the Association may reasonably deem appropriate, create and support leagues, (v) solicit business and individual gifts, (vi) as the Association reasonably deems appropriate, rent ski and snowboarding equipment, and (v) during each Winter Season oversee use of the Ski Bowl in a way that promotes fun, and ensures safety and care for the facilities.
- vi. To the extent that it has the funds to do so, maintain, repair and replace the Ski Bowl equipment, including, without limitation, snowmaking equipment, grooming equipment, tow ropes, snowmobile(s), concessions equipment, computers, and other equipment needed to operate the Ski Bowl. During the Winter Season the

Association shall also keep the interiors of the buildings in a clean and sanitary condition and perform general maintenance and minor repairs as needed to maintain the buildings in a condition at least as good as they were prior to the commencement of this Agreement, reasonable wear and tear excepted including regularly "policing" the Ski Bowl area to pick-up and contain all trash until it is removed. The Association may, but is not required to, add equipment to the Ski Bowl. Such equipment shall, to the extent paid in whole or in part from proceeds of activities permitted by or undertaken pursuant to this Agreement, remain the property of the City upon the termination of this Agreement. Any equipment purchase in excess of \$5,000, which is made in whole or in part with proceeds from operating the Ski Bowl, requires the approval of the City Manager, which approval shall not be unreasonably withheld. Any equipment purchase in which the Association wishes to be reimbursed by the Mulligan's Hollow Ski Bowl Capital Improvement Fund ("Capital Improvement Fund"),¹ which is currently maintained by the Grand Haven Area Community Foundation ("GHACF") requires the Association to submit a written request to the City Manager and, if agreed to by the City, the City shall seek reimbursement from the GHACF on behalf of both Parties.

- vii. To the extent possible, prepare the Ski Bowl for each Winter Season, and close and return the Ski Bowl at the end of such Season to its current shut-down condition. At the end of each Winter Season, remove all Association material from the Mulligans Hollow Lodge and relocate to the Barn or appropriate facility. Additionally, at the end of each Winter Season, the Association will ensure the facility is returned to a cleaned state similar to where it was at the beginning of such Season, save normal wear from use.
- viii. Maintain a scholarship program to provide financial assistance to qualified Ski Bowl users.
- ix. Accurately account for all funds it receives for operating the Ski Bowl or as a result of any activities permitted by or undertaken pursuant to this Agreement. Such funds may only be used for managing and operating the Ski Bowl as specifically permitted by this Agreement and shall not inure to the benefit of any private party, including the Association. Accounting shall comply with Michigan's Uniform Budgeting and Accounting Act and all other governmental laws, rules, regulations, and standards applicable to Michigan municipalities as well as GAAPs. The City may audit such accounts at any time with reasonable notice to the Association. The Ski Bowl accounts shall be available for auditing as part of the City's annual external audit.
- x. Prepare, handle, store and maintain all Association documents, records, and other written or communicative materials concerning the Ski Bowl, this Agreement, or the activities permitted by or undertaken pursuant to this Agreement as " public

¹ The Capital Improvement Fund is organized under the July 2019 Organization Non-Endowed Fund Agreement ("Fund Agreement").

records" subject to Michigan's Freedom of Information Act. Records, including financial, shall be retained per the State of Michigan Department of Technology, Management & Budget Retention and Disposal Schedule.

- xi. Annually, no later than 15 November, advise the City Manager of the schedule of rates, including but not limited to: day pass, weekend pass, season pass, and equipment rental rates.
 - xii. During each Winter Season, collect all applicable payments, fees and charges for use of the Ski Bowl. Any and all such payments received from operating the Ski Bowl (i.e., receipts other than donations and/or proceeds related to fundraising) shall hereinafter be referred to as "Operating Revenue."
 - xiii. Remove snow and ice from Ski Bowl walkways.
 - xiv. Name the City as an additional insured party on all insurance coverage purchased and supply City with annual certification of said coverage. The City shall be advised in writing by the applicable insurance carriers at least 30 days before the insurance coverage expires, or before the City is removed as an additional insured party.
 - xv. During each Winter Season, pay for all utilities used at the Ski Bowl, other than those utilities paid by the City per b(i) below.
- b. City. The City shall:
- i. Pay regular, periodic bills for water, sewer, natural gas, electricity, and garbage services provided to the Ski Bowl.
 - ii. Maintain and snow plow the access drive to the Ski Bowl and the parking lots included as part of the Ski Bowl.
 - iii. Obtain and maintain insurance coverage for the Ski Bowl including property coverage and all necessary liability coverage for the Association's management and operation of the Ski Bowl. The City will have named the Association, including its officers, Board of Directors and employees, as an additional insured party on all insurance coverage purchased and supply the Association with annual certification of said coverage. The Association shall be advised in writing by the applicable insurance carriers at least 30 days before the insurance coverage expires, or before the Association is removed as an additional insured party.
 - iv. Establish and maintain a three-person advisory board which will be comprised of at least two members of the Association Board (hereinafter the "Advisory Board"). A majority of the members of the Advisory Board will attend Association Board meetings and report to the City Manager and advise the City, as deemed necessary, in connection with the Association's operations and management of the Ski Bowl.

- v. Maintain the Capital Improvement Fund at the Grand Haven Community Foundation for purposes of soliciting, collecting, investing, and maintaining funds to be utilized for capital improvements at the Ski Bowl.
- vi. The Association must contact the City for approval of utilization of funds from the Capital Improvement Fund.

VI. REVENUES AND PAYMENTS. Each Party shall account for all revenues received for activities permitted by or undertaken pursuant to this Agreement. The City shall provide to the Association copies of utility billings the City receives and pays for the Ski Bowl as well as a breakout of the costs incurred by the City in providing the insurance required by Section V(a) *xiv* above. The Parties contemplate that the Operating Revenue collected by the Association will be sufficient to reimburse the City for (1) its costs incurred for utilities, including 10% of the water usage each November 1 through March 31; and (2) insurance (described in Section V(a) *xiv*, above), as well as to pay all costs incurred by the Association with sufficient remaining funds to invest in additional equipment for the Ski Bowl. The Association shall make such reimbursement to the City within 30 days of receipt of the invoice from the City. Any Operating Revenue in excess of \$10,000 not used within any City fiscal year (ending on June 30) (hereinafter "Excess Revenue"), shall be transmitted to Mulligans Hollow's Non-Endowed Immediate Needs Fund held by, invested by and managed by the GHACF for use to improve or purchase equipment for, or make capital improvements to, the Ski Bowl as determined necessary by the Association and approved by the City Manager for any purchase in excess of \$ 5,000). In the event that, after paying all other operating expenses, there is not sufficient Operating Revenue received for activities permitted by or undertaken pursuant to this Agreement to reimburse the City as provided for in this Section, the City may forgive, waive and release the Association from paying the amount of the deficiency. If the City refuses to waive any such deficiency, the amount of the deficiency may be paid from any Excess Revenue received by the Association the following year.

VII. TERM. The term of this Agreement shall be from November 1, 2026 until April 1, 2032. At the termination of this Agreement, the Association shall yield and deliver the Ski Bowl and all equipment and facilities in a condition at least as good as they were in prior to the commencement of this Agreement, reasonable wear and tear excepted, together with all additional equipment purchased with revenues obtained by activities permitted by or undertaken pursuant to this Agreement. The City and the Association may agree, by letter signed by City Manager and Board President, by July 1 of 2032 and each succeeding year, to extend this Agreement for up to ten additional one-year terms.

VIII. PUBLIC LIABILITY AND INDEMNITY.

a. Association and City Indemnification Obligations.

Association. During the term of this Agreement and any hold-over term or any extension hereof, the Association shall hold the City (including, for the purposes of this provision, its officers and employees) harmless from and indemnify them for and against any demand, claim, loss, damages,

award, judgement, fine or penalty, resulting from 1) the Association's use or occupancy of the Premises during the Winter Season, 2) the Association's breach of or default under this Agreement or 3) the grossly negligent or wrongful acts of the Association or any of their officers, partners, agents, contractors, patrons, employees, agents, servants, visitors, sub-lessees, or invitees related to the conduct of the Association's business (collectively, "Losses"). No such matter may be settled or resolved without the City's prior written consent which will not be unreasonably withheld. **If any Losses incurred by the City result in any entitlement to insurance recovery, then the amount of such damages payable by the Association will be adjusted to reflect such benefit, net of any reasonable costs of recovery.**

The Association shall not be liable to the City or to any other person or entity on or about the Premises, including, without limitation, any licensee, invitee, patron, customer or employee of the City for any loss, damage or injury sustained by them outside of the Winter Season.

City. During the term of this Agreement and any hold-over term or any extension hereof, the City shall hold the Association (including, for the purposes of this provision, its officers, Board of Directors and employees) harmless from and indemnify them for and against any demand, claim, loss, damages, award, judgement, fine or penalty, resulting from the City's breach of Section V(b)(ii) above. No such matter may be settled or resolved without the Association's prior written consent which will not be unreasonably withheld.

- b. The City shall not be liable to the Association or to any other person or entity on or about the Premises, including, without limitation, any licensee, invitee, patron, customer or employee of the Association for any loss, damage or injury sustained by them during the Winter Season. The Association shall, during the term of the Agreement, obtain and maintain, at their sole expense, policies of insurance meeting the requirements stated below. All such insurance policies shall name the City, including its officers and employees, as additional insured, shall provide that the City shall be given at least thirty (30) days' prior written notice for any cancellation, termination or material change in coverage, and shall be placed with insurer's qualified and registered to do business in the State of Michigan. The Association shall annually provide to the City copies of certificates of insurance showing the premiums on such policies to have been paid and shall, upon request, provide the City with copies of all such insurance policies.

Requirements:

For the duration of each Winter Season:

- i. Comprehensive general liability insurance covering the Premises and all operations thereon (including dram shop liability) for injuries, death or property damage and with limits not less than \$1,000,000 per person and \$1,000,000 per occurrence.
- ii. Fire and casualty extended coverage, including lightning, vandalism and malicious mischief in an amount adequate to cover the entire value of the building, its improvements, personal property, fixtures, furnishings, equipment and all alterations and improvements and contents thereon or therein.

- iii. The Association shall also maintain with insurers legally privileged to provide such coverage in Michigan, all required workers' disability compensation insurance covering all personnel employed by the Association to work directly or indirectly at the Premises.

- IX. ALTERATIONS.** During the term of this Agreement, the Association may not make any major alteration to the Ski Bowl or to the topography or vegetation of the ski area without the prior written approval of the City Manager.
- X. REPAIRS AND MAINTENANCE.** During the Agreement term and except as provided below, the Association shall, at their sole expense, perform all remodeling, repairs and maintenance necessary to keep the Premises in as good condition as it is at the commencement date of the term, reasonable wear and tear expected. Without limiting the generality of the preceding sentence, the Association shall be responsible for all maintenance and repairs, all trash storage until removal, snow removal (as provided in V(a)(xiii) above), during each Winter Season care of the grounds of the Premises and all building maintenance and building improvements. However, the Association is not responsible for any repairs that are required due to damage or loss that occurs outside of the Winter Season and not attributable to any act or omission of the Association.
- XI. LIENS.** The Association shall not permit any mechanics, contractors, suppliers or other liens to be filed against the fee of the Premises or against the Association's interest in the Premises at any time or for any reason. The Association shall hold the City harmless from and indemnify the City against such liens. If any such liens are filed against the Premises, the Association shall immediately take all actions needed to remove them. This paragraph is not to be construed as an admission by the City that such lien can properly be levied against the Premises. The City may post the Premises with a notice of non-responsibility necessary to protect the City and said Premises from any such liens.
- XII. SIGNS.** No signs shall be placed on or about the Premises by the Association without the prior written approval of the City. The Association shall remain in compliance with the City of Grand Haven Zoning Ordinance in regards to signage at all times.
- XIII. ACCESS.** The City and its duly authorized agents shall have free access to the Premises at any reasonable time for inspection of the Premises or for preventing, abating, or stopping any nuisance or activity which violates this Agreement or any applicable law, or which the City Council, by resolution, may determine to be injurious to the reputation of the City or the Premises or unreasonably disruptive of the peace and dignity of the City of its residents.
- XIV. ASSIGNMENT OR USE BY OTHERS.** Neither this Agreement nor any part of it nor any rights, duties or obligations under it shall be assigned by either Party without the

prior written consent of the other Party. The Association shall not delegate its performance required under this Agreement to another party without the prior written consent of the City Manager. Any permitted assignment or subleasing shall not relieve the Association from any obligations under this Agreement, including, without limitation, the obligation to pay rent, unless the City releases the Association in writing from any such obligations. Acceptance of rent by the City from a purported assignee, transferee or sub-lessee shall not constitute consent to the assignment or subleasing to such person or entity.

XV. PROPERTY RIGHTS. Except as provided in this Agreement, this Agreement does not grant or convey to the Association any rights, title or interest in the Premises. The City retains all property rights to the assigned area.

XVI. MISCELLANEOUS.

- a. The Association shall submit an annual report to the City Council each year, no later than April 15th, including the following information:
 - i. Annual revenues and expenditures on operations;
 - ii. Fundraising results and investment in facilities and equipment;
 - iii. Report on number of users; and
 - iv. Quantity of season passes sold.
- b. The Association shall not, at any time, store anything on top of the HVAC unit in the attic of Mulligans Hollow Lodge and such HVAC unit must be accessible at all times.
- c. This is the entire agreement between the Parties with respect to its subject matter. It may not be modified or amended except in writing, signed by both Parties. The captions are for convenience of reference only and shall form no part in its interpretation. The recitals, however, are an integral part of this Agreement. This Agreement shall not be affected by any course of dealing or usage of trade.
- d. In case of any dispute pursuant to this Agreement, the Parties agree that, to the extent not otherwise prohibited by law, the jurisdiction and venue for any such dispute shall be solely within the state courts located in Ottawa County, Michigan.
- e. This Agreement shall be binding upon the Parties and their respective successors and assigns as permitted by this Agreement.

The Parties have signed this Agreement on the dates indicated below.

CITY OF GRAND HAVEN

By: _____

Robert Monetza, Mayor

Date: _____

By: _____

Todd Hardebeck, President

Date: _____

By: _____

Clerk

Date: _____

DRAFT

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager *DK*

DATE: October 1, 2026

SUBJECT: Hangar Lease Agreement

The City owns and operates the Grand Haven Memorial Airport, including T-hangar facilities available for lease. T-Hangar F-10 is currently vacant, and Mr. Paul Hoffmeyer has requested to lease this hangar for the storage of a privately owned aircraft.

The license agreement is consistent with previously approved Hangar Agreements.

KEY TERMS

- Lease Term: The hangar fee is paid quarterly, and the license agreement renews each year automatically unless the license is terminated as outlined in the agreement.
- Quarterly Rent: \$810.00, consistent with the City's adopted hangar rate schedule
- Use: Aircraft storage, maintenance and related aviation purposes only
- Insurance: Lessee required to maintain insurance in accordance with City requirements.

Leasing available hangar space maximizes utilization of City-owned assets, supports general aviation activity, and contributes to the financial sustainability of airport operations.

RECOMMENDATION

Staff recommends approval of the proposed lease agreement between the City of Grand Haven and Mr. Paul Hoffmeyer for T-Hangar F-10 at Grand Haven Memorial Airport.

(ORIGINAL)

GRAND HAVEN MEMORIAL AIRPORT
T-HANGAR LICENSE AGREEMENT

DATED: 1-Oct-26

Lock Ref: #DD-65
HANGAR NUMBER: F10
(the "Hangar")

THIS LICENSE AGREEMENT ("this License"), is made as of the date first written above between the City of Grand Haven, a Michigan municipal corporation, the principal business address of which is 519 Washington St., Grand Haven, Michigan, 49417-1486, and (the "Licensee").

Paul Hoffmeyer

Licensee

Address

Telephone Number

EMAIL

Same as above

Registered Owner

Address

Telephone Number

Make/Type of Aircraft: BC12D Fed. Registration No.: N96899

Monthly License Fee: \$270.00 Billed quarterly: \$810.00
(Payable on the first day of every quarter)

Effective date of this License: 10/1/2026

✓ CK#1906 \$810.00
✓ INS#10325660
✓ EXTRA SPACE HANGAR
✓ SOUND

RECITALS

The City owns an airport known as the Grand Haven Municipal Airport, located in the City of Grand Haven, Ottawa County, Michigan (the "Airport"), with the power, pursuant to the provisions of the Michigan Aeronautics Code (Act No. 327, Public Acts of Michigan of 1945, as amended), to grant licenses for use of the premises and facilities and to grant rights and privileges with respect thereto.

The Licensee desires to use a hangar at the Airport for the storage of an aircraft and to obtain certain rights and privileges on the Airport upon the terms and conditions in this License.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for the consideration in and referred to by this License, the parties agree as follows:

ARTICLE 1 **PREMISES**

1.1 License. The City grants the Licensee an exclusive license to use the Hangar. This license shall affect only the Hangar and not other land or improvements, and the City, in the City's sole discretion, may use, convey, or grant leases or licenses in any other part of the Airport to any other party.

1.2 Rights. Subject to the Licensee's payment of the consideration required by this License, compliance with the provisions of Chapter 4 of the Code of Ordinances of the City of Grand Haven (the "City Code"), which provisions are incorporated into this License, compliance with rules and regulations referred to in this License, and compliance with all other laws and conditions of this License, the Licensee shall have the right and privilege on, over and across the Airport of ingress to and egress from the Hangar for the Licensee and the Licensee's employees, agents, passengers, guests, patrons and invitees; provided, that the City is not prevented from granting leases or licenses to others for exclusive use of some areas of the Airport.

1.3 Title. The parties acknowledge and agree the City holds the title to the Hangar and that this License in no way conveys any interest in the Hangar or any part of the Airport.

ARTICLE 2 **TERM**

2.1 License Term. This license is for a term of one year commencing on the date first written above, unless the City terminates the License at an earlier time.

2.2 Automatic Renewal. This license shall be deemed renewed for an additional period of one year on the same terms, covenants, and conditions of this License so far as applicable, and shall continue to be automatically renewed on expiration of each renewal term unless either party serves on the other, at least sixty (60) days before the expiration date of this License or of any renewal term of this License, a written notice stating the party's intention not to renew this License. In no case shall the term of this License (including renewals) exceed ten years from the date first written above.

2.3 Early Termination. The city may terminate this License at will. Before terminating the License, the City, at its option, may give to the Licensee fourteen (14) days notice of termination of this License, and in the even such notice is given, this License shall come to an end and expire upon the expiration of those fourteen (14) days. Upon the early termination of this License, the City shall refund a just proportion of the prepaid (but unused) fees or charges for the Hangar.

2.4 Suspension and Abatement. In the event that the City's operation of the Airport should be restricted substantially by action of any court of competent jurisdiction, by action of the federal government or any agency thereof, by an existing or future agreement the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, or by action of the State of Michigan or any agency thereof, then the Licensee shall have the right, upon written notice to the City, to a suspension of this license and an abatement of a just proportion of the fees or charges for the Hangar or a just proportion of the payments to become due hereunder, from the time of such notice until such restriction shall have been remedied and normal operations restored.

2.5 Effect of Termination. Upon the expiration or other termination of this License, the Licensee's right to use the Hangar (including the Licensee's other rights herein granted) shall cease and the Licensee shall surrender the same to the City promptly and in good condition, ordinary wear and tear excepted, and the Licensee shall return the key which the City issued to the Licensee upon commencement of this License (together with all copies of the key).

ARTICLE 3

FEES

3.1 License Fee. The Licensee agrees to pay to the City for the use of the Hangar, and rights and privileges granted pursuant to this License, during the term of this License, the monthly fee provided for on the first page of this License, payable, in advance, on the first day of each quarter. The Licensee agrees to pay to the City a late fee of five percent (5%) or \$10.00, whichever is greater, on any payment which is more than 14 days delinquent. The monthly fee which the Licensee agrees to pay shall be subject to modification by the City in accordance with Section 4-7 of the City Code. In the event that the City establishes an increased fee for the use of T-hangars in accordance with Section 4-7 of the City Code, the Licensee shall have the right to terminate this License which right shall be exercised by serving on the City, not more than thirty (30) days after the City provides the Licensee notice of the increased fee, a written notice stating the Licensee's intention not to renew this License.

3.2 Additional Fees. In addition to the monthly fee described in Section 3.1, the Licensee agrees to pay all other fees or charges required of users of the Airport pursuant to the provisions of the City Code.

ARTICLE 4

USE OF HANGAR

4.1 Licensee's Use of Hangar. The Licensee shall have the right to use the Hangar solely for the purposes of storing the aircraft indentified on the first page of this License and performing routing maintenance on that aircraft in accordance with the terms of this article. The Licensee shall not permit the storage or use of flammable products in the Hangar.

4.2 Maintenance of Hangar. The licensee agrees to accept the Hangar in an "as is" condition, and to maintain the Hangar, including all accessories and fixtures, in good condition. The Licensee shall make no structural change or addition to the Hangar (including the changing or condition of any lock on the Hangar) without the written consent of the City. If the City consents to any structural modification to the Hangar (including electrical wiring), all such work shall be performed by a licensed contractor after first obtaining any necessary permit from the City.

4.3 Maintenance of Aircraft. The Licensee shall be permitted to use the Hangar to perform only the following maintenance of the aircraft designated on the first page of this License: oil changes, tire and brake repair, cleaning, and polishing. The Licensee shall not paint, weld or use any open flame or highly heated part in the Hangar. No outside contractor, including without limitation an airframe and power plant mechanic, shall use or perform maintenance in the Hangar. No other aircraft maintenance shall be performed at the Airport other than in the Maintenance Hangar located at the Airport, as may be arranged by the Licensee with the Airport's fixed base operator.

4.4 Parking. The Licensee shall park the Licensee's and the Licensee's guests' automobiles in the Hangar when using the aircraft designated on the first page of this License or when the Licensee is not otherwise immediately available at the Hangar.

4.5 Snow Removal. The City agrees to provide snow removal on the public aircraft areas of the Airport in accordance with priorities it deems appropriate. The Licensee shall be responsible for snow removal within three feet of the Hangar.

ARTICLE 5

RIGHT OF ENTRY BY THE CITY

5.1 Right of Entry. The City may enter the Hangar at any reasonable time for any purpose necessary, incidental to or connected with the performance of its obligations, in the exercise of its governmental functions, for the inspection or maintenance of the Hangar, the collection of established Airport use fees, or in the event of any emergency. The City shall attempt, where practicable, to provide to the Licensee advance notice (in writing or otherwise) that it intends to enter the Hangar.

ARTICLE 6

LEGAL COMPLIANCE

6.1 Legal Compliance Requirement. The Licensee agrees to comply with all applicable local, state, and federal laws, ordinances, regulations, and orders rules and regulations. Such rules and regulations shall include without limitation those relating to industrial hygiene, environmental protection, and the use, generation, manufacture, storage, disposal, or transportation of hazardous substances, hazardous waste or toxic substances (as those terms are defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 USC 6901, *et seq.*, or the Toxic Substances Control Act, 15 USC 2601, *et seq.*) on, about, or from the Hangar. In the event the City is assessed a penalty or fine for a violation of security, safety, environmental or other regulations by the Licensee or the Licensee's employee or agent, the Licensee agrees to reimburse the City for the amount of the penalty or fine.

6.2 Security Procedures. The Licensee agrees to comply with any and all airport security program provisions and requirements, as the same may from time to time be adopted or implemented.

ARTICLE 7

INDEMNITY AND INSURANCE

7.1 Indemnification. The Licensee shall hold the City (including for purposes of this paragraph its officers, employees, and agents) harmless from, indemnify it for, and defend it (with legal counsel reasonably acceptable to the City) against any and all liability for loss, damage, death, injury, or other casualty to persons or property, except to the extent such death, injury, or casualty is caused by the negligence of the City. The provisions of this section shall survive the expiration or early termination of this License.

7.2 Insurance. The Licensee agrees to maintain the following insurance covering the Licensee's use of the Hangar and of areas used by the Licensee in common with others. Such coverage shall be primary *vis-à-vis* the City's insurance coverage and shall name the City as an additional insured to the extent of the contractual liability assumed by the Licensee pursuant to the terms of this License. Such insurance shall include Commercial General Liability covering claims for damages because of bodily injury and personal injury, including death, and damage to property, in the amount of \$1,000,000 combined single limit. Such policy shall include coverage for Premises and Operations, Contractual Liability as applicable to the hold-harmless provisions in this License, Broad Form Property Damage, Aircraft Liability, coverage for losses to the City's real property improvements resulting from the acts and omissions of the Licensee, and a Cross Liability Endorsement for the City as an additional insured and certificate holder. The parties may agree in writing to a lesser amount of coverage. The Licensee shall maintain such insurance on the Licensee's personal property and fixtures located in the Hangar as the Licensee may elect. Each insurance policy required by this section shall provide that it may not be terminated or amended without thirty (30) days' prior written notice to the City.

7.3 Proof of Insurance. Prior to the Licensee's first using the Hangar, the Licensee shall provide to the City copies of insurance policies required by this article and certificates of insurance showing such insurance as is required by this article to be in effect with premiums paid. In the event of the failure of the Licensee to maintain such insurance or to file certificates and copies of policies with the City, the City may, but shall not be required to, purchase and keep in effect said insurance and the cost of that insurance shall be an additional fee immediately due from the Licensee to the City.

7.4 Repair of Damage or Destruction. If the Hangar shall be damaged or destroyed by fire or other casualty caused by the acts or omissions of the Licensee or the Licensee's invitees or agents, the proceeds of any insurance shall be deposited in escrow in the names of the City and the Licensee in a bank satisfactory to both. The City shall repair or replace the Hangar or, with the prior consent of the City, the Licensee shall repair or replace the Hangar. The City shall have a lien on the proceeds for this purpose.

ARTICLE 8

BREACH

8.1 Remedies. In addition to any other remedies available to the City at law or in equity, by statute or otherwise, in the event the Licensee fails to comply with any requirement or obligation under this License, the City shall have the right to prohibit the Licensee's entry into the Hangar by placing a padlock on the Hangar entrance or otherwise or to remove the Licensee's personal property from the Hangar, and the City shall have a lien on the Licensee's personal property in the Hangar. If the Licensee fails to make timely payment of the fees required by Article 3 of this License in any quarter, the City may require the Licensee to establish an escrow account for the payment of fees for the entire term of this License (or any renewal of it) or the remainder of the term.

8.2 Waiver. No waiver or delay by the City in enforcing any of the terms, covenants or conditions of this License to be performed, kept and observed by the Licensee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Licensee.

ARTICLE 9

ASSIGNMENT

9.1 By the Licensee. The Licensee shall not, at any time, assign this License or any part of it without the prior written consent of the city.

9.2 By the City. The City may, without any approval of the Licensee, upon the conveyance of the Airport or any interest in it, assign its rights, duties and obligations under this License to the grantee of that conveyance.

9.3 Binding. All the covenants, stipulations and agreements in this License shall extend to and bind the legal representatives, successors, heirs and assigns of the respective parties hereto. This article shall not be construed to enlarge the Licensee's right under Section 9.1.

ARTICLE 10

MISCELLANEOUS

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

10.2 Relationship of Parties. Nothing contained in this License shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of any other relationship between the City and the Licensee, other than the relationship of licensor and licensee.

10.3 Definition of "Licensee". "Licensee" shall include the Licensee and the Licensee's employees and agents.

10.4 Enforcement. To the extent not otherwise prohibited by law, the parties agree that

in any action brought pursuant to or to enforce any portion of this License (i) the jurisdiction and venue shall be solely in the state courts of Ottawa County, Michigan, and (ii) the prevailing party in any such action shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, actual reasonable attorneys' fees and other legal costs, incurred to bring, maintain, or defend any such action from its first accrual or first notice thereof through any and all appellate and collection proceedings.

10.5 Interest. Any sum accruing to the City under the provisions of this License which shall not be paid when due shall bear interest at the rate of ten percent (10%) *per annum* from the date written notice specifying such nonpayment is served on the defaulting part, until paid.

10.6 Broker's Commissions. Each of the parties represents and warrants that there are no claims for brokers' commission or finders' fees in connection with the execution of this License, except as listed below, and each of the parties agrees to indemnify the other against all liabilities arising from any such claim.

The parties have executed or caused this License to be executed by its duly authorized officers as the date written above.

CITY OF GRAND HAVEN,

By: _____

Date: _____

LICENSEE,

By: R. Paul [Signature]

Date: 9/30/2026



GLOBAL AEROSPACE, INC

C E R T I F I C A T E O F I N S U R A N C E

THIS CERTIFICATE IS GIVEN AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE ADDRESSEE.

Date: September 30, 2026

This is to certify to:

that the policies listed below have been issued to the following for the period indicated by One of More Member Companies of Global Aerospace Pool through Global Aerospace, Inc:

The City of Grand Haven
519 Washington Street
Grand Haven, MI 49417-1486

Ronald P Hoffmeyer

Policy No: 10325600

Policy Period: From June 27, 2026 to June 27, 2027

COVERAGES:

Aircraft Liability

Single Limit Bodily Injury and Property Damage
Liability Including Passengers

Limits of Liability

\$1,000,000
Each Occurrence

\$100,000
Each Passenger

AIRCRAFT:

Year, Make and Model of Aircraft

1949 TAYLORCRAFT BC12-D

Identification No.

N96899

It is agreed that only as respects any written agreement between the Named Insured and the certificate addressee and entered into as a prerequisite to the use of an airport by the Named Insured:

1. As respects any **aircraft**:
 - a) Described in this certificate,
 - b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFTfor which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the premises in or upon which the aircraft is stored, the definition of Insured includes the certificate addressee, but only with respect to its liability because of acts or omissions of the Named Insured and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the certificate or airport authority described in the Schedule by the Named Insured for bodily injury or property damage caused by an occurrence arising out of any service performed by or on behalf of the certificate addressee.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the certificate addressee.
4. The Company waives any right to recovery it may have against the certificate addressee because of payments it makes for physical damage in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the Named Insured has waived its right of recovery for such physical damage against such person or organization.
5. The insurance the policy provides to the certificate addressee is primary insurance, without right of contribution from insurance purchased by the certificate addressee, only if the written agreement between the Named Insured and the certificate addressee contains an express requirement that the insurance operate in that manner.

6. Premises Liability is included in the Limits of Liability shown as the Each Occurrence Limit.
7. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:



ADDITIONAL INSURED - GOVERNMENT OR AIRPORT AUTHORITY

In consideration of the payment of the premium for this policy, it is agreed that only as respects any written agreement between the **Named Insured** and the government or airport authority described in the Schedule and entered into as a prerequisite to the use of an airport by the **Named Insured**:

1. As respects any **aircraft**:
 - (a) Described in Item 4 of the Declarations,
 - (b) Which is the subject of the extended insurance provisions of Insuring Agreement V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT; or
 - (c) Which is the subject of the extended insurance provisions of Insuring Agreement VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT
for which insurance is afforded by Liability Coverage D - Single Limit Bodily Injury and Property Damage Liability and the maintenance or use of the **premises** in or upon which the **aircraft** is stored, the definition of **Insured** includes the government or airport authority described in the Schedule, but only with respect to its liability because of acts or omissions of the **Named Insured** and to no greater extent than the scope of the insurance afforded by this policy.
2. Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of the government or airport authority described in the Schedule by the **Named Insured** for **bodily injury** or **property damage** caused by an **occurrence** arising out of any service performed by or on behalf of such government or airport authority.
3. In the event the policy is cancelled by the Company, thirty (30) days prior written notice shall be given to the government or airport authority described in the Schedule.
4. The Company waives any right to recovery it may have against the government or airport authority described in the Schedule because of payments it makes for **physical damage** in accordance with Insuring Agreement III - PHYSICAL DAMAGE COVERAGES, but only to the same extent that the **Named Insured** has waived its right of recovery for such **physical damage** against such government or airport authority.
5. The insurance this policy provides to the government or airport authority described in the Schedule is primary insurance, without right of contribution from insurance purchased by such government or airport authority, only if the written agreement between the **Named Insured** and the government or airport authority contains an express requirement that this insurance operate in that manner.

SCHEDULE

The City of Grand Haven

519 Washington Street
Grand Haven, MI 49417-1486

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: September 30, 2026

Endorsement Premium: Included

Attached to and made part of Policy No.: 10325600

Issued to: Ronald P Hoffmeyer

Global Aerospace, Inc.

By:



Attachment B

CITY OF GRAND HAVEN

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager *DK*

DATE: September 30, 2026

SUBJECT: Development Agreement – Diesel Plant

The City previously entered into an Agreement for the Purchase and Redevelopment of Real Estate associated with the former Diesel Plant property at 518 S. Harbor Drive. Since executing that agreement, the City has completed the sale of the property, and the developer has continued to evaluate and refine the redevelopment plan.

The agreement before City Council has therefore been substantially revised to reflect the property's and project's current status. Importantly, the document is no longer intended to serve as a purchase agreement. The property has already been conveyed, and the revised agreement is intended to serve as the Development Agreement (Agreement) governing the parties' respective obligations for the property's redevelopment. The Agreement expressly recognizes that the prior due diligence period has expired and that the City has completed its sale of the property.

Revised Development Agreement

Following Council direction, the revised Agreement, drafted by the City Attorney, removes many of the provisions associated with the original real estate transaction, including provisions concerning the purchase price, earnest money, due diligence, closing, delivery of the deed, and other matters that are no longer applicable following the completed sale. The remaining and revised provisions are focused primarily on establishing the expectations and obligations associated with redevelopment of the site.

Notably, the Agreement establishes an updated redevelopment concept for the property. Exhibit B currently contemplates approximately 12,000 square feet of commercial space, associated parking, and 15–20 residential condominium units. The developer is also expected to make a good-faith effort to reach an agreement with the Grand Haven Children's Museum for use of a portion of the commercial space.

The Agreement also establishes a timeframe for commencement of construction and defines commencement as substantive site preparation and construction activity rather

than demolition or razing of the existing structure alone. The proposed Agreement further addresses the City's rights if the development does not proceed as required, including revisions to the City's existing repurchase provisions.

RESTATED AGREEMENT FOR THE REDEVELOPMENT OF REAL ESTATE

Diesel Plant property at 518 S. Harbor Drive, Grand Haven, Michigan

Parties: City of Grand Haven and Grand Power Works, LLC

This Restated Agreement for the Redevelopment of Real Estate ("Agreement") is made this _____ day of _____, 2026, by the City of Grand Haven ("**Seller**"), whose address is 519 Washington Avenue, Grand Haven, Michigan 49417 and Grand Power Works, LLC, a Michigan limited liability company, ("**Buyer**"), whose address is 18 North 5th Street, Grand Haven, Michigan 49417. The "Effective Date" of this Agreement shall be the date on which Buyer receives from Seller a copy of the fully executed Agreement.

In consideration of the mutual covenants in this Agreement, IT IS AGREED AS FOLLOWS BY THE PARTIES:

1. Agreement and Legal Description. Seller sold to Buyer and Buyer purchased from Seller, and Buyer agrees to redevelop the "**Sale Tract**" as depicted and described on Exhibit A to this Agreement, which Sale Tract is commonly known as the Diesel Plant, same located at 518 S. Harbor Drive in the City and previously legally described as follows:

ALL OF BLOCK 3, CAMPUS ADDITION TO THE VILLAGE (NOW CITY) OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN, AS RECORDED IN LIBER 1 OF PLATS, PAGE 7.

Tax Parcel: 70-03-20-399-006.

The Sale Tract is called the "**Property**":-

2. Successor Agreement. This Agreement is a successor to the Agreement for the Purchase and Redevelopment of Real Estate ("Prior Agreement") entered into by the parties on June 7, 2022. The due diligence under the Prior Agreement has expired and the Seller's sale of the Property has been completed. To the extent there is an inconsistency between this Agreement and the Prior Agreement, this Agreement shall control.

3. Miscellaneous.

(a) Binding Effect; Entire Agreement; Amendment; Counterparts; Governing Law; Interpretation; Etc. of this Agreement. This Agreement: (a) shall be binding upon and specifically enforceable by the parties and their heirs, personal representatives, administrators, successors, and assigns; (b) constitutes the entire agreement between the parties with respect to the subject matter hereof; (c) may not be amended, except by a written agreement executed by the parties; and (d) shall be effective when signed by both parties, with the date of this Agreement being the date that the last party to sign has signed and delivered a fully-executed copy to the other party. This Agreement and any amendment may be signed in counterparts and signatures transmitted by telefacsimile or e-Mail of a PDF shall be deemed to be original. The laws of Michigan shall control in any matters involving the Property, and the State courts of Ottawa County, Michigan shall be the venue in the event of any litigation between the parties. The headings of the sections in this Agreement are inserted solely for the convenience of reference, and are not intended to govern, limit, or aid in the construction of any term or provision. Exhibits to this Agreement are considered part of this Agreement. Whenever possible, each provision of this Agreement and any other related document shall be interpreted in such manner as to be valid under applicable law; but, if any provisions of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition

without invalidating the remainder of such provision or the remaining provisions of the document.

(b) Notices. All notices required or permitted to be given per this Agreement shall be in writing, and shall be delivered to the recipient party by e-mail sent to the address(es) set forth below; **AND**, within one (1) business day after the e-mail notice, the notice sender shall also send the notice by one of the hard copy notice methods hereinafter listed, unless, within one (1) business day after transmission of the e-mail notice or the facsimile notice, the recipient (or its attorney) of the e-mail notice or the facsimile notice provides the sender of the notice with an e-mail waiving receipt of hard copy notice. The hard copy notice methods are: **(1)** by personal delivery; **(2)** by nationally recognized overnight delivery service; or **(3)** by United States Certified Mail, Return Receipt Requested, postage prepaid. Notices shall be sent to the addresses of the parties stated above, or at such other address as any party entitled to notice may register with the other party by like notice.

(c) Assignment. This Agreement is freely assignable by Buyer (without Seller's consent being required) to any entity that is controlled (directly or indirectly) by Buyer or the current owners of Buyer, so long as: **(1)** the assignee assumes the Agreement in writing; and **(2)** the Buyer or the assignee gives the Seller written notice of the assignment, together with a copy of the executed instrument of assignment and assumption, at least five (5) days prior to the closing date of the assignment. Except as aforesaid, this Agreement may not be assigned by Buyer, excepting on the written consent of Seller first obtained, such consent not to be unreasonably withheld, delayed, or conditioned.

(d) Attorney's Fees. In the event either party brings any suit to construe or enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in connection with such suit. The provisions of this section shall survive any termination of this Agreement.

(e) Time is of the Essence; Computation of Time. It is agreed by and between Buyer and Seller that time is of the essence in this Agreement. However, if the last day for the giving of notice, or performance of any obligation or condition is a Saturday or Sunday or legal holiday in the State of Michigan, then such last day shall be extended to the next succeeding business day.

(f) Further Actions and Cooperation. Buyer and Seller agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Agreement or any agreement or document relating to or entered into in connection with this Agreement. Buyer and Seller covenant to cooperate with one another and to act in a reasonable manner and with dispatch in respect to matters arising under this Agreement.

(g) Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party except on the basis of a written instrument executed by or on behalf of such party.

4. Force Majeure. Any prevention, whether by delay or stoppage, or by frustration of purpose, impossibility/impracticability or economic frustration, due to strike, lockout, labor dispute, act of God, severe weather incident, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restriction, governmental approval, judicial order or governmental executive order, riot, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, travel ban, government-ordered lockdown, extended closure of applicable government office or critical private vendor of the affected party, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform ("Force Majeure") shall not excuse and shall not extend the time for the performance by such party.

Any prevention, whether by delay or stoppage, or by frustration of purpose, impossibility/impracticability or economic frustration, due to public health emergency act of government, quarantine, pestilence and/or endemics/pandemic (collectively "**Public Health Delay**") shall excuse and extend the time for the performance by such party for a period equal to any such prevention, delay or stoppage, and the period for the performance of any act, shall be extended for the period of the delay. Public Health Delays shall excuse and extend the performance by that party for a period equal to the prevention, delay or stoppage, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay.

5. Construction Commencement Requirements. Buyer covenants to commence construction of the Buyer's proposed project (the "Project") as depicted in Exhibit B to this Agreement, within fourteen (14) months after the date of this Agreement (the "Commencement Date"). Demolition or razing of the existing structure or any part thereof shall NOT be deemed to satisfy the requirement of commencement of construction. Rather, commencement of construction means site preparation and at least the excavation of a footing trench and the pouring of footings or the structural equivalent thereof. Buyer further covenants and agrees that upon commencement, Buyer will proceed in good faith to complete construction of the Project in a commercially reasonable timeframe. Exhibit B includes a narrative description of the Project, but the parties understand and agree that more formal renderings, construction drawings and a site plan, all of which shall be generally consistent with the content of Exhibit B will all need to be completed and submitted and approved by Seller's Planning Commission and/or its zoning and/or building officials.

6. Right of First Refusal. Buyer's ownership of the Property shall be subject to the following Right of First Refusal ("ROFR"). If at any time prior to completion of the Project Buyer receives a bona fide offer from a third party to purchase all or substantially all of the Property (a "Third-Party Offer") which Third-Party Offer Buyer wishes to accept, Buyer shall first promptly deliver a copy of the Third-Party Offer to Seller. Seller shall have 21 days from receipt of same to exercise its right to purchase the Property by agreeing to match the exact price, terms, and conditions set forth in the Third-Party Offer. If Seller timely exercises its right in writing, the parties shall proceed to closing pursuant to the terms of the Third-Party Offer. If Seller fails to timely exercise its right or waives same in writing, Buyer shall have the right to sell the Property to the third party under terms no less favorable than those offered to Seller. If but only if such sale to the third party does not close according to the terms of the Third-Party Offer, this ROFR shall revive and apply to any subsequent offers. For purposes of clarity, the parties do NOT intend the ROFR to apply to the individual condominium units expected to be established as part of the completed Project, but only to a sale of all or substantially all of the Property. The ROFR shall be confirmed with a document recorded with the Ottawa County Register of Deeds (the "OCROD"). In order to facilitate Buyer's financing of the Project, Seller shall subordinate any and all of its rights under the ROFR to any lender or investment partner upon Buyer's request. Seller's subordination obligation is subject to Seller's right to approve any successor developer of the Property and the development plan for the Property, which approvals will not be unreasonably withheld. Seller's ROFR shall terminate and be of no further force or effect upon Buyer's substantial completion of the Project, and in such event Seller shall promptly and at its cost and expense, record with the OCROD such instrument as is necessary to discharge the ROFR and clear Buyer's title to the Property of same. For purposes of the foregoing sentence, the phrase "substantial completion" shall not be deemed to require the build-out of the interior of the commercial space reference in Exhibit B.

The parties have executed this Agreement as of the day and year first written above.

City of Grand Haven, Seller

Dated: _____ 2026

Robert Monetza, Mayor

Approved as to Form:

City Clerk

Dated: _____, 2026

The parties have executed this Agreement as of the day and year first written above.

Grand Power Works, LLC

By: Diesel Plant Investors, LLC

Its: Member

Dated: _____, 2026

By: John Groothuis
Its: Member

100

Depiction of Sale Tract Portion of Entire Tract



Exhibit A

Exhibit B

Description of Project Narrative

The Project will include approximately 12,000 square feet of commercial space, with 20 to 30 outside parking spaces, plus an exclusive agreement with the City of Grand Haven for additional parking at the water treatment plant. Additional overflow parking will be available at Mulligan's Hollow.

The Project will also include 15 to 20 residential condominium units of approximately 2,000 square feet each.

The Buyer will make a good-faith effort to reach an agreement with the children's museum for use of some of the commercial space.

The Project is further illustrated by the following rendering and site plan.

CITY OF GRAND HAVEN

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager *DK*

DATE: September 17, 2026

SUBJECT: Transfer of Commercial Rehabilitation Exemption Certificate

In November 2025, the City approved a Commercial Rehabilitation Exemption Certificate for Beechtree Leasing LLC to rehabilitate and redevelop the property at 1445 Columbus Street. The State Tax Commission (STC) did not issue the certificate before renewing the Commercial Rehabilitation Act (Act) in the summer of 2026, after it had sunsetted at the end of 2025.

Before the certificate's approval at the STC, the LLC changed its ownership name to 1445 Columbus LLC. As a result, the STC is asking that the City approve the updated application to accurately reflect the current LLC.

The property remains under the same development team, project scope, and property associated with the approved certificate. The requested transfer reflects a change in the LLC that now holds the property and development.

The transfer does not modify the terms, duration, or benefits of the previously approved Commercial Rehabilitation Exemption Certificate. Rather, it updates the certificate holder to accurately reflect the current legal entity associated with the property.

City Council is being asked to approve the current Commercial Rehabilitation Exemption Certificate name change from Beechtree Leasing LLC to 1445 Columbus LLC, subject to any required documentation and processing by the State of Michigan State Tax Commission.

Application for Commercial Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

LOCAL GOVERNMENT UNIT USE ONLY	
▶ Application No.	▶ Date Received

STATE USE ONLY	
▶ Application No.	▶ Date Received

Read the instructions page before completing the form. The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)			
Applicant (Company) Name (applicant must be the owner of the facility) 1445 Columbus LLC			
Facility's Street Address 1445 Columbus Ave, 1430 Fulton Ave	City Grand Haven	State MI	ZIP Code 49417
Name of City, Township or Village (taxing authority) Grand Haven	☒ City ☐ Township ☐ Village	County Ottawa	
Date of Rehabilitation Commencement (mm/dd/yyyy) 12/01/2025	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 06/01/2027		
Estimated Cost of Rehabilitation \$11,060,000	Number of Years Exemption Requested (1-12) 8		
Expected Project Outcomes (check all that apply) ☒ Increase Commercial Activity ☐ Retain Employment ☒ Revitalize Urban Areas ☒ Create Employment ☐ Prevent Loss of Employment ☒ Increase Number of Residents in Facility's Community			
No. of jobs to be created due to facility's rehabilitation 1	No. of jobs to be retained due to facility's rehabilitation 0	No. of construction jobs to be created during rehabilitation 115	
PART 2: APPLICATION DOCUMENTS			
Prepare and attach the following items: ☒ General description of the facility (year built, original use, most recent use, number of stories, square footage) ☒ Statement of the economic advantages expected from the exemption ☒ Description of the qualified facility's proposed use ☒ Legal description ☒ Description of the general nature and extent of the rehabilitation to be undertaken ☒ Building permit or if not issued provide a statement one has not been issued ☒ Descriptive list of the fixed building equipment that will be a part of the qualified facility Qualified Retail Food Establishments Only ☒ Time schedule for undertaking and completing the facility's rehabilitation ☐ "Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments" (Form 4753) ☒ Copy of Warranty Deed or other document demonstrating applicant owns the property ☐ Description of the "underserved area" ☒ Itemized breakdown of estimated cost of rehabilitation Failure to provide all required documentation may result in processing delays.			
PART 3: APPLICANT CERTIFICATION			
Name of Person Who Prepared the Application Scott Knowlton	Telephone Number (616) 842-2030	Email Address cachterhof@westwind.build	
Name of Authorized Company Officer (no authorized agents) Scott Knowlton	Telephone Number (616) 842-2030	Email Address scott@westwind.build	
Street Address 1435 Fulton St, 2nd Fl	City Grand Haven	State MI	ZIP Code 49417
I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company 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 governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission. I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate. I understand that this property tax exemption application is approved at public meetings and is subject to public disclosure requirements. In addition, the exemption information is included on local property tax rolls and is made available on a website maintained by the Michigan Department of Treasury for purposes of accurate assessment administration.			
Signature of Authorized Company Officer (no authorized agents) 	Title Manager	Date 9-25-2026	

PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4)

Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate.

	Taxable Value	State Equalized Value (SEV)
Land		
Building(s)		

Name of Local Governmental Unit

Assessor's Name (First and Last Name)

Assessor's Email Address

Assessor's Mailing Address (Street, City, State, ZIP Code)

Assessor's Telephone Number

The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Rehabilitation Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Rehabilitation Exemption that would also put the same property on the Commercial Rehabilitation specific tax roll.

I certify that, if approved, the property to be covered by this exemption will be on the Commercial Rehabilitation Exemption specific tax roll and not on any other specific tax roll.

I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.

Assessor's Signature

Date

PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)

Action Taken By LGU (attach a certified copy of the resolution):

☐ Exemption approved for _____ years (not to exceed 12 years after completion)

☐ Exemption Denied

Date District Established (attach resolution for district)

Revenue Sharing Code

School Code

School District Where Facility is Located

PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)

The following documents must be filed for an administratively complete application:

- ☐ General description of the facility
- ☐ Description of the qualified facility's proposed use
- ☐ Description of the general nature and extent of rehabilitation
- ☐ Descriptive list of fixed building equipment
- ☐ Time schedule for undertaking and completing rehabilitation
- ☐ Copy of Warranty Deed or other ownership document
- ☐ Itemized breakdown of estimated cost of rehabilitation

- ☐ Statement of expected economic advantages
- ☐ Legal description
- ☐ Building permit or statement one has not been issued
- ☐ Copy of LGU resolution establishing the district
- ☐ Certified copy of LGU resolution approving application
- ☐ Form 4507 with all parts completed

Qualified Retail Food Establishments Only

- ☐ Completed Form 4753
- ☐ Description of underserved area

Clerk's Name (first and last)

Clerk's Email Address

Clerk's Mailing Address (Street, City, State, ZIP Code)

Clerk's Telephone Number

LGU Contact Person for Additional Information

LGU Contact's Email Address

LGU Contact's Mailing Address, if different (Street, City, State, ZIP Code)

LGU Contact's Telephone Number

I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate.

Clerk's Signature

Date

The completed application and additional required documentation can be emailed to PTE@michigan.gov or mailed to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

To avoid processing delays use either email or mail, not both.

Supplement for Form 4507 | Beechtree Leasing, LLC

General description of the facility (year built, original use, most recent use, number of stories, square footage):

Year Built:

Building 1: 2003

Building 2: 2006

Original Use: warehouse/storage/parking

Most Recent Use:

warehouse/storage Number of

Stories: 1 Square Footage:

Building 1: 5,000 sqft

Building 2: 2,100 sqft

Description of the qualified facility's proposed use:

45-unit multifamily residential building and parking

Description of the general nature and extent of the rehabilitation to be undertaken:

- Existing building to be dismantled and removed. The current development has no permeable landscaping
- New construction of 45-unit multifamily building with modern amenities and exterior design, including increased permeable landscaping
- The ground level will be the parking area, making it a compact building design
- New construction will comply with the new energy code
- Air-to-air heat pumps will eliminate the need for natural gas
- LED lighting will be used
- Rooftop common space/seating area
- Twenty-four bicycle parking spots will be installed

Descriptive list of the fixed building equipment that will be a part of the qualified facility:

- Each apartment unit will have its own air to air heat pump for heating & cooling
- Each unit will have its own electric water heater
- Each common space will have its own air-to-air heat pump for heating & cooling
- There will be a 4-level hydraulic elevator
- Each stairwell will have its own electric space heater

Supplement for Form 4507 | Beechtree Leasing, LLC

Time schedule for undertaking and completing the facility's rehabilitation:

Fall 2025: Demolition

Winter 2025-2026: Utility Install / Foundations

Spring 2026: Parking Level Concrete / Masonry Work

Summer 2026: Framing / Interior Mechanicals

Fall Winter 2026/2027: Interior Finishes

Spring / Summer 2027: Complete / Open for Occupancy

Statement of the economic advantages expected from the exemption:

- Help satisfy a key portion of the large housing need and development by providing longterm rentals
- Aligns with the Grand Haven Master Plan for development of compact building design in order to maximize spacious living areas within a smaller footprint
- Creates a range of housing opportunities and options for residents across income levels and communities, on currently underutilized land
- Will utilize public investment, private enterprise, and ultimately market demand to meet its development requirements
- Will promote and strengthen the development and aspirations of the Beechtree Corridor
- Will produce and encourage effective use of this corridor by creating an attractive community with a strong sense of place and belonging
- Integrated into a walkable and lively neighborhood that supports daily living and convenience without the need for extensive travel, including five food establishments within two blocks
- Will provide future residents with a variety of sustainable and neighborhood-oriented transportation choices as destinations are within reach via walking, biking, and public transportation; also providing parking spaces for vehicles
- Places users near daily services, including schools, supermarkets, health care centers, restaurants, retail stores, and public parks/fields
- Caters to the values of our community and the scientific understanding of the value of outdoor spaces to mental health, especially near homes, by integrating public and private outdoor spaces o East Grand River Park, Bolt Park, Sluka Field, as well as TriCities Kids League are all within a half mile of this development
 - o Gianfredi et al. (2021) conclude that key contributors to stronger mental health and lower levels of stress are access to outdoors and abundant natural spaces, as well as potential for outside activities

Supplement for Form 4507 | Beechtree Leasing, LLC

Legal Description:

1445 Columbus Ave (parcel 70-03-21-477-017):
LOTS 22, 23 & 24 CORLS ADD

0 Vacant Columbus Ave (parcel 70-03-21-477-016):
LOT 19 EXC THAT PART
DESC AS BEG AT SW COR OF SD LOT &
RUNNING E 4.8 FT TH N 126.15 FT TO NW COR
TH S TO BEG AND ALL OF LOTS 20 & 21 CORLS
ADD

1430 Fulton Ave (parcel 70-03-21-477-006):
LOT 5 CORLS ADD

Permit if Available:

Special Land Use Permit included with application.

Copy of Warranty Deed:

Warranty Deed included with application.

Itemized breakdown of estimated cost of rehabilitation:

Project budget included with application.

References:

City of Grand Haven. (2023). 2023 Master Plan Update.
<https://grandhaven.org/residents/grandhaven-master-plan/>

Gianfredi, V., Buffoli, M., Rebecchi, A., Croci, R., Oradini-Alacreu, A., Stirparo, G., Marino, A., Odone, A., Capolongo, S., & Signorelli, C. (2021). Association between urban greenspace and health: A systematic review of literature. *International Journal of Environmental Research and Public Health*, 18(10), 5137.
<https://doi.org/10.3390/ijerph18105137>

TAX STAMP affixed
after recording
Affidavit on file.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Beechtree Leasing, LLC, a Michigan limited liability company whose address is 1435 Fulton Street, 2nd Floor Grand Haven, MI 49417 Convey(s) and Warrant(s) to 1445 Columbus, LLC, a Michigan limited liability company whose address is 1435 Fulton Street, 2nd Floor, Grand Haven, MI 49417 the following described premises situated in the City of Grand Haven, County of Ottawa, and State of Michigan to-wit:

SEE ATTACHED EXHIBIT "A"

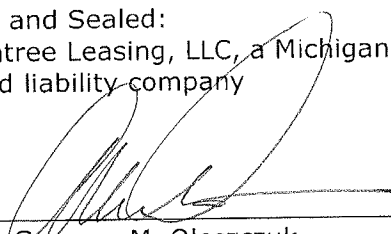
Commonly known as: 1445 Columbus Avenue, Grand Haven, MI 49417; V/L, Grand Haven, MI 49417
Tax Parcel # 70-03-21-477-017, 70-03-21-477-016

For the consideration of: One Dollar (\$1.00). Real Estate Transfer Valuation Affidavit has been filed.
PLEASE AFFIX REVENUE STAMPS AFTER RECORDING.

subject to easement, use, building, and other restrictions of record, if any.

Dated: August 11, 2026

Signed and Sealed:
Beechtree Leasing, LLC, a Michigan
limited liability company


BY: Gregory M. Oleszczuk
ITS: Sole Member

Parcel 1:

Lots 22, 23 and 24, Corl's Addition to Grand Haven, Ottawa County, Michigan, according to recorded plat in Liber 4, Page 18.

Parcel 2:

Lots 19, 20 and 21 of Corl's Addition to Grand Haven, Ottawa County, Michigan, as recorded in Liber 4 of Plats, Page 18, except that part of Lot 19 described as: commencing at the Southwest corner of said Lot; thence East 4.8 feet; thence Northwesterly 126.15 feet to the Northwest corner of said Lot; thence South along the West line of said Lot to the place of beginning.

70-03-21-477-017, 70-03-21-477-016

Ottawa County Treasurer Office 8/11/2026
The records in my office show no unpaid taxes or special
assessments for the five years of 2025 and prior involving lands
in this instrument. This does not include taxes owed as a result
of Board of Review, PRE Denials or Tax Tribunal judgements.
Cheryl Clark, Treasurer KS

TAX STAMP affixed
after recording
Affidavit on file.

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That Lake Effect Foods, LLC, a Michigan limited liability company whose address is 1110 Ottawa Ave. Grand Haven, MI 49417 Convey(s) and Warrant(s) to 1445 Columbus, LLC, a Michigan limited liability company whose address is 1435 Fulton, 2nd Floor, Grand Haven, MI 49417 the following described premises situated in the City of Grand Haven, County of Ottawa, and State of Michigan to-wit:

Lot 5, Corl's Addition to the City of Grand Haven, Ottawa County, Michigan, as located in the E 1/2 of the E 1/2 of the SE 1/4 of Section 21, T8N, R16W, as recorded in Liber 4 of Plats, Page 18.

Commonly known as: 1430 Fulton Avenue, Grand Haven, MI 49417
Tax Parcel # 70-03-21-477-006

For the consideration of: One Dollar (\$1.00). Real Estate Transfer Valuation Affidavit has been filed.
PLEASE AFFIX REVENUE STAMPS AFTER RECORDING.

subject to easement, use, building, and other restrictions of record, if any.

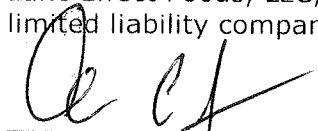
This property may be located within the vicinity of farmland or farm operations. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

The grantor grants to the grantee the right to make All division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

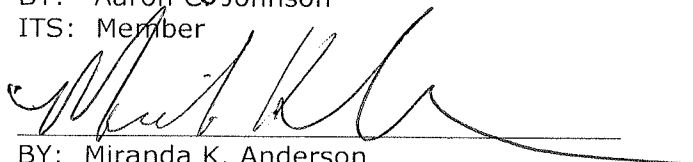
Dated: September 12, 2025

Signed and Sealed:

Lake Effect Foods, LLC, a Michigan
limited liability company



BY: Aaron C. Johnson
ITS: Member



BY: Miranda K. Anderson
ITS: Member

Ottawa County Treasurer Office 9/12/2025

The records in my office show no unpaid taxes or special assessments for the five years of 2024 and prior involving lands in this instrument. This does not include taxes owed as a result of Board of Review, PRE Denials or Tax Tribunal judgements.
Cheryl Clark, Treasurer KS

City of Grand Haven Building

Department of Public Safety/Building
525 Washington Ave
Grand Haven, Michigan 49417

Permit No: PB260018

Phone:(616) 842-3460

Owner BEECHTREE LEASING LLC
1435 FULTON AVE 2ND FLOOR
GRAND HAVEN MI 49417

Occupant BEECHTREE LEASING LLC

Applicant WESTWIND CONSTRUCTION
1435 FULTON
GRAND HAVEN MI 49417

Location

1445 COLUMBUS AVE

70-03-21-477-017

Issued: 05/05/26

Expires: 11/01/2026

Const value 5,500,000

Zoning: TI-TRANS IND

2015 MRC

PH# (616) 842 2030

05/31/2026

**PLEASE CALL (616) 842-3460
FOR AN INSPECTION 24 HOURS IN ADVANCE**

Work Description: CONSTRUCTION OF COMPLETE MULTI-FAMILY 4 STORY BUILDING W/ EXTERIOR PARKING, EXTERIOR DUMPSTER ENCLOSURE, STORM & SANITARY SEWER ATTACHMENT

Stipulation: FRAMING, INSULATION, DRYWALL, WRAP, OPEN ROOF DECK, DROP CEILING, ABOVE CEILING, BLOWER DOOR TEST, TILE BACKER, FINAL

Permit Item	Work Type	Construction Value/Fee Basis	Item Total
BLDG Plan Review NON-Refundable	Plan Review	19,363	\$12586.19
15. \$1,000,001 AND UP	Valuation	5,500,000	\$19363.40

Tom Bruursema

Check #: 3816

Fee Total: \$31949.59
Amount Paid: \$31,949.59

Building Official

Balance Due: \$0.00

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after work has commenced, and that I am responsible for assuring all required inspections are requested in conformance with the applicable code.

I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.



PROJECT BUDGET

1445 Columbus

DRAFT VERSION

Property					1,210,000
Total Property Costs:					1,210,000
Soft Costs					
Civil Engineering					67,500
Civil Design/Engineering					45,000
Environmental					15,000
Twp/Plan Review					7,500
Architectural / Engineering					250,000
Interior Design					10,000
Due Diligence					7,500
Preconstruction					25,000
Legal Fee					25,000
Working Capital					40,000
Builder's Risk					30,000
Property Taxes					23,000
Capitalized Interest					165,000
Total Soft Costs Budget:					643,000
Fees					
Contractor Fee		hc	4.00%	8,450,931	338,037
Developer Fee		hc+cf	4.00%	8,788,969	351,559
Financing Fee					66,500
Total Fees Budget:					756,096
Hard Costs					
Site Work					487,260
Site Permits					3,100
Survey / Staking					10,000
Building Demo					150,000
Mass Excavation / Site Balance					51,250
Infrastructure Install					79,110
Road / Sidewalk Construction					34,800
Site Concrete					69,000
Site Asphalt					90,000
Apartment Buildings					6,660,000
45 Unit Bldg #1					6,660,000
Common Area					47,500
FF&E and IT					15,000
Equipment					2,500
Postal Center					10,000
Trash Center					20,000
Site Electrical/Conduit					67,000
Lighting					37,000
Conduit					30,000
Utilities					26,000
Electrical Primary					20,000
Natural Gas					6,000
Signage					41,500
Landscape / Irrigation					100,000
SS / GC / Cont					543,317
Site Supervision					200,000
General Conditions		hc+ss	2.25%	171,658	
Contingency		hc+ss	2.25%	171,658	
OH&P		hc+ss+gc+cont	6.00%	7,972,577	478,355
Total Project Budget:					11,060,027

**RESOLUTION TO APPROVE A COMMERCIAL REHABILITATION
EXEMPTION CERTIFICATE APPLICATION FOR BEECHTREE LEASING
LLC, PA 210 OF 2005, AS AMENDED**

Minutes of a regular meeting of the City Council of the City of Grand Haven, held on October 5, 2026, at 519 Washington Ave, Grand Haven, MI 49417 in the Council Chambers at 7:30 p.m.

PRESENT:

ABSENT:

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

**Resolution (resolution number) Approving Commercial Rehabilitation Exemption
Certificate Application for 1445 Columbus LLC, Located at 1445
Columbus Ave and 1435 Fulton Ave, Grand Haven, MI 49417.**

WHEREAS, the City of Grand Haven legally established the Commercial Rehabilitation District CRD 22-001 on December 5, 2022, after a public hearing held on December 5, 2022; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 or under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Grand Haven; and

WHEREAS, a public hearing concerning the application, as provided by section 4(2) of Public Act 210 of 2005, was held on October 22, 2025; and

WHEREAS, 1445 Columbus LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for commercial property as defined in section 2(a) of Public Act 210 of 2005; and

WHEREAS, 1445 Columbus LLC has provided answers to all required questions under the application instructions to the City of Grand Haven; and

WHEREAS, the City of Grand Haven requires that rehabilitation of the facility shall be completed by June 1, 2027; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur more than six months prior to the filing of the application for exemption; and

WHEREAS, the application relates to a rehabilitation program that, when completed, constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005; and

WHEREAS, completion of the qualified facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to revitalize urban areas in which the facility is situated, create multi-family residential living units; and

WHEREAS, 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(j) of Public Act 210 of 2005.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Haven

Be and hereby is granted a Commercial Rehabilitation Exemption for the real property, excluding land, located in Commercial Rehabilitation District CRD 22-001 at 1445 Columbus Ave, and 1435 Fulton Ave Grand Haven, MI 49417 for a period of 8 years, pursuant to the provisions of PA 210 of 2005, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

Clerk

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 Ottawa, Michigan at a regular meeting held on November 17, 2025.

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



MEMORANDUM

TO: Ashley Latsch – City Manager

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

FROM: Michael England – Director of Public Works

DATE: October 5, 2026

SUBJECT: Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program (PROTECT) grant program

The PROTECT Competitive Grant Program provides funding to plan for and make surface transportation more resilient to current and future weather events, natural disasters, and changing conditions, such as severe storms, flooding, drought, levee and dam failures, wildfire, rockslides, mudslides, sea level rise, extreme weather, including extreme temperatures, and earthquakes. Its current funding cycle is open until **October 9, 2026** and funding is available for Planning and Resilience construction activities.

The City has identified several areas where data is missing regarding current vulnerabilities, especially as it relates to storm sewers, streets, groundwater and water modeling for it to effectively design future projects. This grant would provide 100% of funding to procure the data needed to plan and design future infrastructure in the city. It would also help position the city well for future implementation grant funds. The grant tasks would help the city investigate:

Proposed Tasks

1. **Project management and grant administration.** Schedule, reporting, invoicing, regular meetings.
2. **Existing conditions.** Compile as-builts, dated failure and repair records, and closures citywide. Camera-inspect priority areas' storm sewers to help determine the cause of failures that contribute to damage to roadway assets. Check for storm sewer flow during dry weather. Screen the citywide road and storm network using the asset management plans to identify other vulnerable areas.
3. **Hazards and future conditions.** Identify rainfall standard to which the pipes were built and identify future projections. Identify Lake Michigan and Grand River levels at outfalls and low-lying roads, including Harbor Island. Estimate seasonal water table from soil survey data. Primarily a desktop review exercise.

4. **Groundwater monitoring.** Wells and continuous loggers along Grant Avenue and at other priority locations through at least one fall-to-spring season.
5. **Geotechnical investigation.** Borings, soil testing, and void checks at failure locations. Identifies cause of soil loss, provides data to be used in design, identifies whether nature-based solutions are feasible, and can be used for ongoing monitoring.
6. **Storm sewer H&H model.** Storm sewer data collection and H&H model. Collect data needed in priority areas identified by the citywide screening (Grant Avenue, Harbor Island, the east side, others). Modeling would show flow with current and future rainfall, outfall water levels, and seasonal groundwater. Models show where system is undersized for current weather/groundwater effects.
7. **Vulnerability finding.** Separate weather and groundwater effects from age and condition. Rank segments citywide. Model closure and detour scenarios for schools, businesses, emergency response, and the US-31 crossings at Grant Avenue and Harbor Island Drive.
8. **Strategies and conceptual design.** Alternatives covering pipe size, joints and bedding, underdrains, road base, inlets, roadway elevation at Harbor Island, and nature-based options (such as bioretention, vegetated swales, detention, and pavement removal, as used in RIDOT's Turning the Tide application). Develop conceptual cost estimates and design criteria for the City's final design.
9. **Emergency response and detours.** A closure and detour plan with Public Safety and Ottawa County Emergency Management.
10. **Implementation plan and method guide.** Funding strategy and phasing. A short guide for other Great Lakes cities with high lake levels, sandy soils, and seasonal groundwater, shared through WMSRDC and MIO TAC.

Applying to the PROTECT grant would also aid the city in meeting requirements from the Pre-Development Accelerator Program grant award to apply to a federal funding source within a year of its award.