



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
AGENDA FOR  
REGULAR COUNCIL MEETING  
GRAND HAVEN CITY HALL\*  
COUNCIL CHAMBERS  
519 WASHINGTON AVE  
MONDAY, DECEMBER 2, 2024  
7:30 PM**

**1. MEETING CALLED TO ORDER**

**2. ROLL CALL**

**3. INVOCATION**

A. Pastor Nathan Strom, Grand Haven Church of God.

**4. PLEDGE OF ALLEGIANCE**

**5. REAPPOINTMENTS TO BOARDS & COMMISSIONS**

**6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS**

**7. APPROVAL OF CONSENT AND REGULAR AGENDAS**

**8. CONTINUATION OF WORK SESSION (IF NEEDED)**

**9. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES**

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

**10. PRESENTATION**

**ATTACHMENT A**

A. Audit Presentation.

Emily Greene, Finance Director  
Mike Vredeveld, CPA and Partner

B. Lead Service Line update.

Derek Gajdos, Department of Public Works Director

## **11. CONSENT AGENDA**

## **ATTACHMENT B**

- A. Approve Special Work Session and Council Regular meeting minutes for November 4 2024, and November 18, 2024.
- B. Approve the bill's memo in the amount of \$947,551.87.
- C. Approve a resolution to award a waterproofing bid in the budgeted amount of \$40,612.75 to Ayers Basement Systems of Kentwood MI.
- D. Approve a resolution to purchase large water meter repair parts, from Etna Supply of Grand Rapids, Michigan in the not to exceed amount of \$275,000.00.
- E. Approve a resolution to award the 2025 seasonal slip rentals for the municipal marina, and authorize the Mayor and City Clerk to execute the necessary documents.
- F. Adopt the annual exemption option as set forth in 2011 Public Act 152 for benefit plan coverage year January 1, 2025 through December 31, 2025, and authorize the Mayor and City Clerk to execute the necessary documents.

## **12. PUBLIC HEARING**

## **ATTACHMENT C**

- A. The Mayor opens a public hearing concerning the approval of an introductory resolution to approve a major amendment to the Grand Landing Planned Development for a hotel located east of Miller Dr. and north of Adams Ave.
- B. The Mayor closes the public hearing.
- C. The Mayor opens a public hearing concerning the approval of an introductory resolution to approve a major amendment to Noto's Planned Development for a non-illuminated sign on the south wall located at 1223 S. Harbor Dr.
- D. The Mayor closes the public hearing.

## **13. NEW BUSINESS**

## **ATTACHMENT D**

- A. Consideration by City Council of a resolution to receive and place on file the annual financial reports for June 30, 2024, as presented by Vredeveld Haefner LLC.

Administration recommends approval.

- B. Consideration by City Council of an introductory resolution to amend Chapter 15, Article II, of the Grand Haven Code of Ordinances, to adopt the 2021 edition of the International Fire Code.

Administration recommends approval.

- C. Consideration by City Council of a resolution to approve a Facility Encroachment Agreement with CSX Transportation, Inc. for underground utilities within the Columbus Avenue Reconstruction Project, pay the required fee of \$500, and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- D. Consideration by City Council of a resolution to amend the City Manager Contract and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- E. Consideration by City Council of a resolution to approve a License Agreement with Temptations for continued use of space at the Grand Trunk Depot.

Administration recommends approval.

- F. Consideration by City Council of a resolution to approve a 1/3 financial contribution towards the replacement of a retaining wall at 63 Poplar Ridge in Highland Park.

Administration recommends denial.

**14. CORRESPONDENCE & BOARD MEETING MINUTES                      ATTACHMENT D**

**15. REPORT BY CITY COUNCIL**

**16. REPORT BY CITY MANAGER**

- A. Strategy Session reminder.

**17. 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.

## **18. ADJOURNMENT**

# **Attachment**

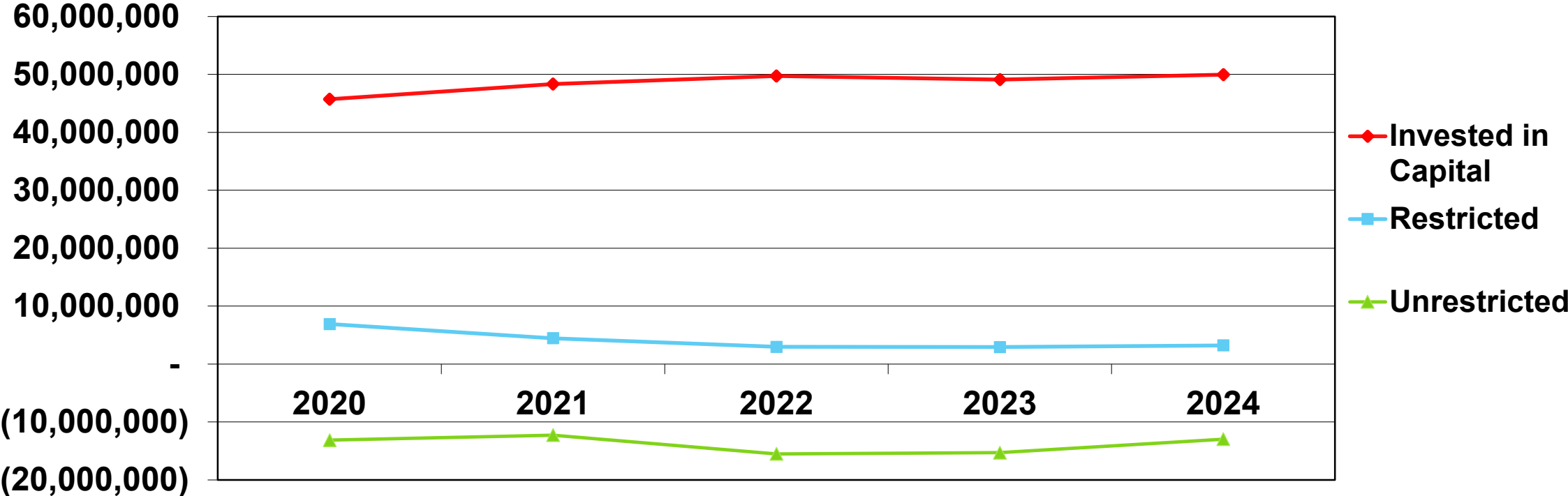
## **A**

# **CITY OF GRAND HAVEN YEAR ENDED JUNE 30, 2024**

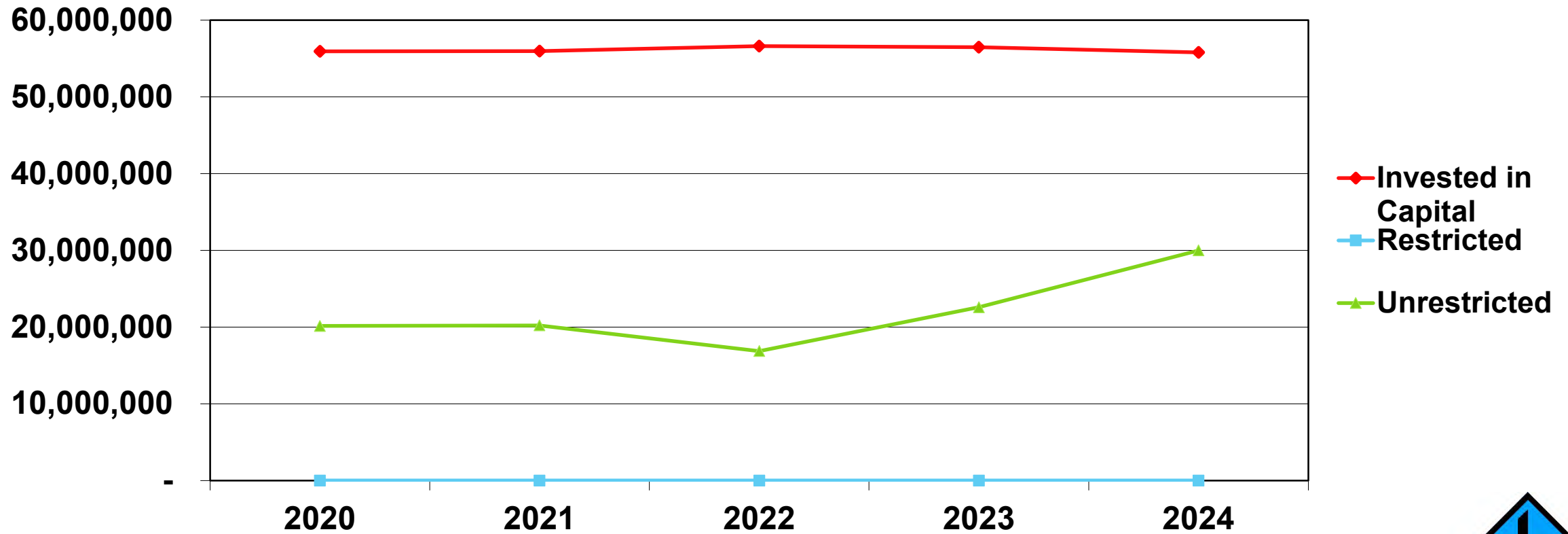
**VREDEVELD HAEFNER LLC**  
CPAS AND CONSULTANTS



# NET POSITION GOVERNMENTAL ACTIVITIES

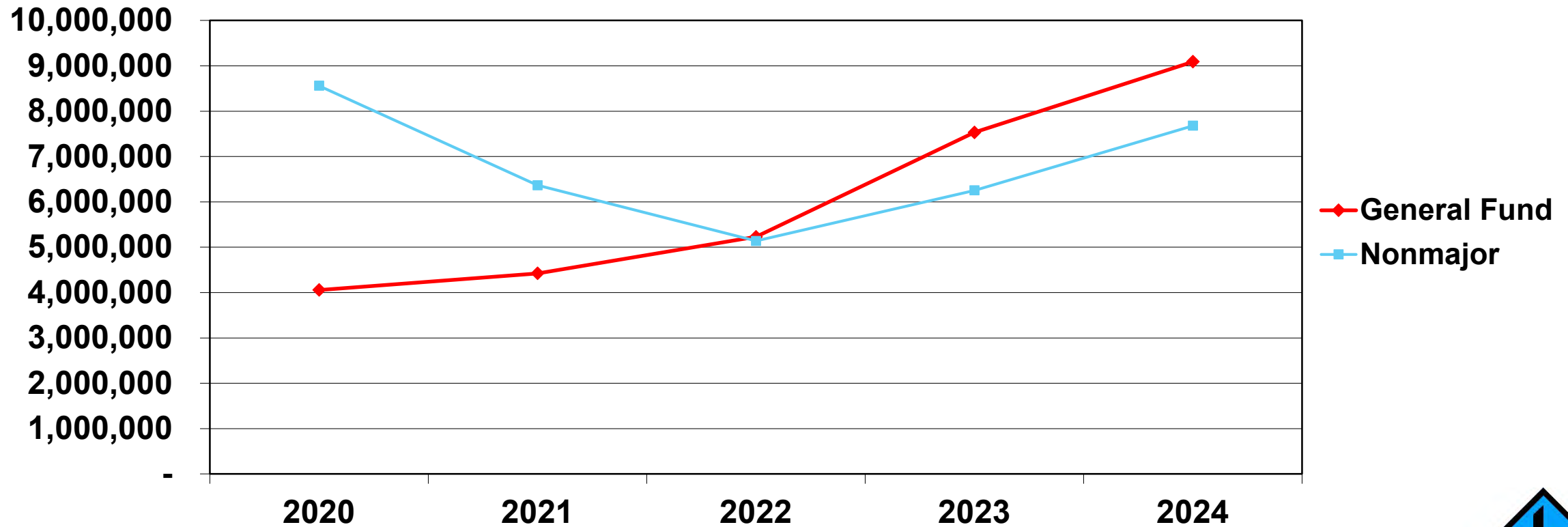


# NET POSITION BUSINESS ACTIVITIES

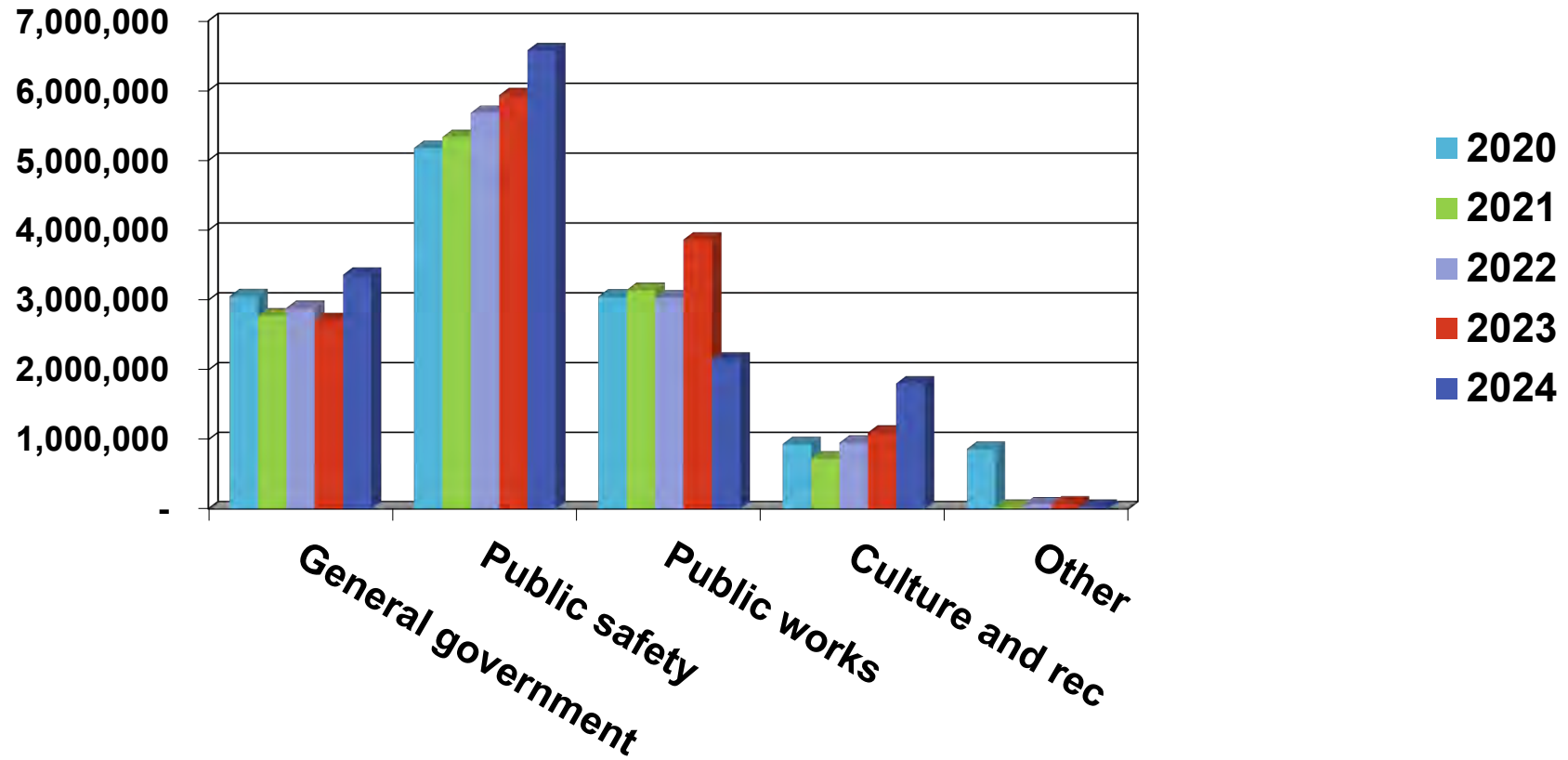




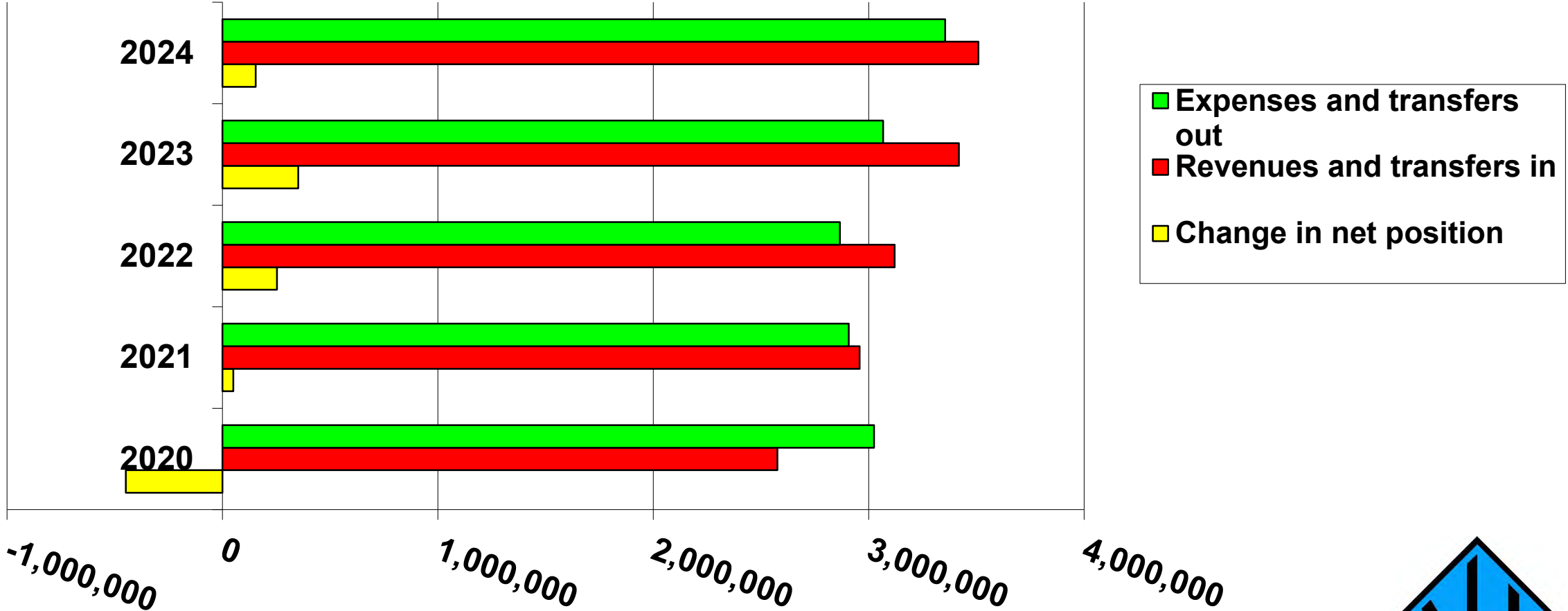
# GOVERNMENTAL FUNDS FUND BALANCE



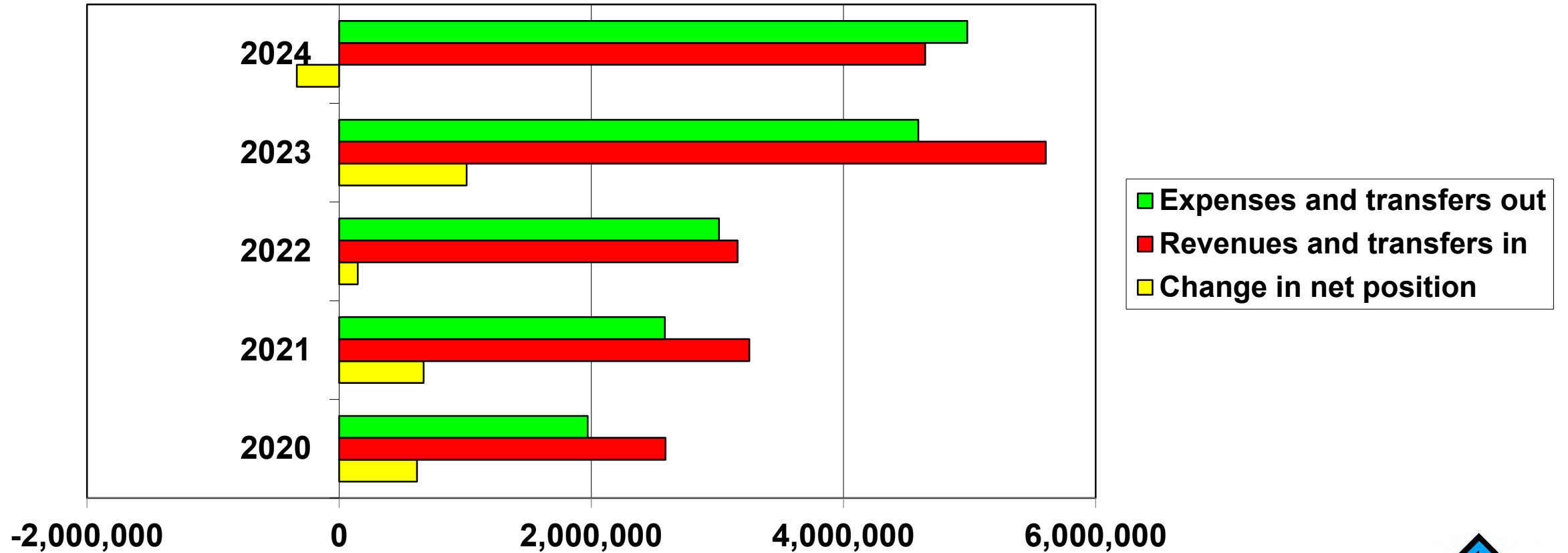
# EXPENDITURES BY FUNCTION GENERAL FUND



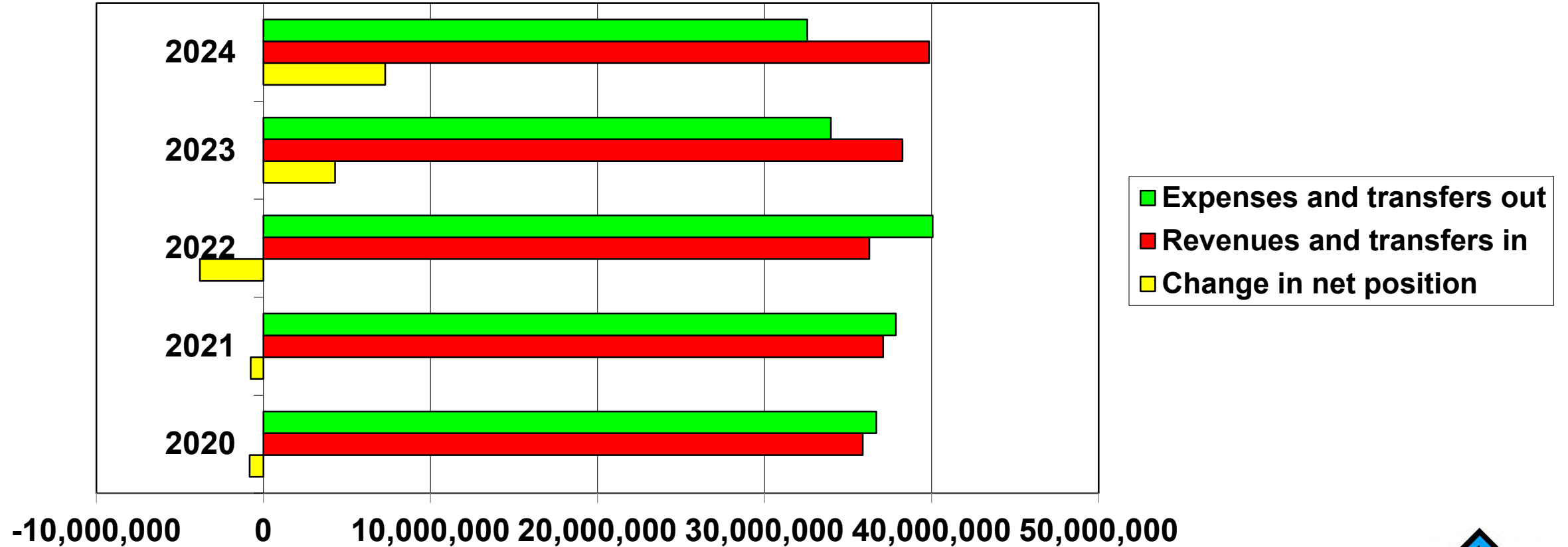
# SEWER FUND



# WATER FUND



# GRAND HAVEN LIGHT AND POWER



# CONTACT US!

**Douglas J. Vredeveld, CPA, CGFM**  
Partner

**(616) 446-7474**

**[dvredeveld@vh-cpas.com](mailto:dvredeveld@vh-cpas.com)**

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**(616) 648-8447**

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**Vredeveld Haefner LLC**



# **Attachment B**

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
SPECIAL CITY COUNCIL WORK SESSION  
MONDAY, NOVEMBER 4, 2024**

The Special Work Session of the Grand Haven City Council was called to order at 6:31 p.m. by Mayor Bob Monetza in the Council Chambers of City Hall, 519 Washington Ave.

**Present:** Council Members Mike Fritz, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, and Mayor Bob Monetza.

**Absent:**

**Others Present:** City Manager Ashley Latsch and City Clerk Maria Boersma.

**PRESENTATION**

Students with the Future Prep'd Program; Dillion, Quinten, Christina, and Brendan, spoke on the project they worked on with the City of Grand Haven. The focus of their project was "How can the City of Grand Haven implement or improve sustainability practices that will benefit the community while also improving their MI Green Community Scores".

Patty Nelson and Ryan Cotton of the Sustainability and Energy Commission, and Gary Post of the Community Energy Plan Steering Committee, introduced the Community Energy Plan presentation. John Kinch of Michigan Energy Options shared the decision inputs and top strategies that went into the draft Community Energy Plan. Ryan Cotton focused on the Home Energy Waste Reductions and Home Energy Retrofit portion of the Energy Plan.

Director Rob Shelley presented on the Board of Light & Power's Utility Energy Plan.

**ADJOURNMENT**

City Council decided to continue the presentation in the Regular meeting, and Mayor Monetza adjourned the meeting at 7:30 p.m.

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Robert Monetza, Mayor

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Maria Boersma, City Clerk



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
REGULAR CITY COUNCIL MEETING  
MONDAY, NOVEMBER 4, 2024**

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

**Present:** Council Members Mike Fritz, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, and Mayor Bob Monetza.

**Absent:** None.

**Others Present:** City Manager Ashley Latsch, City Clerk Maria Boersma, and Waterfront & Events Manager Brian Jarosz.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Pastor Tim Taylor, Hope Church.

**APPROVAL OF CONSENT AND REGULAR AGENDAS**

**24-222** Council Member **Lowe** moved, seconded by Council Member **Fritz** to approve the agendas as presented.

Roll Call Vote:

**This motion carried unanimously.**

**CONTINUATION OF WORK SESSION**

City Council asked follow-up questions regarding the draft Community Energy Plan and the Board of Light & Power's Utility Energy Plan.

**FIRST CALL TO AUDIENCE**

**Brittany Goode:** Commented on the Future Prep'd Presentation.

**Jeffrey Miller, 1120 S Harbor:** Commented on the Community Energy Plan Presentation.

**PRESENTATION**

Danna Appel, Finance Director/Assistant Director of the Harbor Transit presented on the history and current services offered by Harbor Transit. Scott Borg, Director of Harbor Transit, presented on the future goals and collaborations with other transit systems.

**CONSENT AGENDA.**

**24-223** Approve the Regular City Council Meeting Minutes of October 21, 2024.

**24-224** Approve the bill's memo in the amount of \$981,509.36. **Attachment A**

**24-225** Ratify an amendment to the Hart Solar Purchase Power Agreement as approved by the Board of Light and Power.

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

Roll Call Vote:

**This motion carried unanimously.**

### **NEW BUSINESS**

**24-226** Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin** to approve a contract with Big Blue GH, LLC to occupy the Municipal Marina Commercial Excursion Dock as outlined in the attached contract and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

**This motion carried unanimously.**

**24-227** Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve the Harbor Island Task Order procedures as approved by the Board of Light and Power.

Roll Call Vote:

**This motion carried unanimously.**

### **REPORT BY CITY COUNCIL**

Mayor Pro-tem McLaughlin shared he participated in the Bras for a Cause fundraiser, Ottawa Sands looks beautiful after its re-opening, and encouraged everyone to vote.

Council Member Fritz encouraged everyone to vote and shared that the Bones About Town event was great.

Mayor Monetza shared that the city had a series of great Halloween events, and encouraged everyone to vote.

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

**ADJOURNMENT**

After hearing no further business, Mayor Monetza adjourned the meeting at 8:23 p.m.

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Robert Monetza, Mayor

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Maria Boersma, City Clerk

**Regular City Council Meeting Minutes**  
**Monday, November 4, 2024**  
**Page 4**

**Attachment A**

To: Ashley Latsch, City Manager  
 From: Emily Greene, Finance Director *EG*  
 CM Date: 11.04.24  
 RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 10.23.24	ACH WARRANT 10.23.24	WARRANT 10.30.24	ACH WARRANT 10.30.24	TOTALS
101	General Fund	\$22,904.02	\$0.00	\$64,004.33	\$31,989.43	\$118,897.78
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$527.89	\$0.00	\$11,996.95	\$179.07	\$12,703.91
203	Local Street Fund	\$527.89	\$0.00	\$7,146.47	\$179.05	\$7,853.41
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$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	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$381.34	\$0.00	\$15,521.50	\$0.00	\$15,902.84
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$3,097.50	\$3,097.50
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$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
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$11,692.69	\$0.00	\$0.00	\$6,199.00	\$17,891.69
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$175.00	\$70,545.18	\$70,720.18
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operations	\$67,086.22	\$0.00	\$4,844.09	\$1,157.81	\$73,088.12
509	Sewer Authority SL Force Mn	\$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	\$1,171.60	\$0.00	\$42,303.51	\$5,576.19	\$49,051.30
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
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$3,393.79	\$0.00	\$1,546.90	\$0.00	\$4,940.69
590	City Sewer Fund	\$126,109.98	\$0.00	\$4,322.39	\$3,675.96	\$134,108.33
591	City Water Fund	\$186,067.63	\$0.00	\$4,165.26	\$4,349.25	\$194,582.14
594	City Marina Fund	\$129.99	\$0.00	\$1,380.41	\$5.99	\$1,516.39
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$4,973.17	\$0.00	\$35,680.63	\$2,516.37	\$43,170.17
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$863.95	\$0.00	\$0.00	\$0.00	\$863.95
679	Health Benefit 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	\$140,878.62	\$92,242.34	\$0.00	\$0.00	\$233,120.96
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$566,708.78	\$92,242.34	\$193,087.44	\$129,470.80	\$981,509.36

\$981,509.36 Total Approved Bills  
 \$233,984.91 Minus eligible bills for release without prior approval: including Utility,  
 \$747,524.45 Retirement, Insurance, Health Benefit, and Tax Collection Funds

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
SPECIAL CITY COUNCIL WORK SESSION  
MONDAY, NOVEMBER 18, 2024**

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

**Present:** Council Members Mike Fritz, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, and Mayor Bob Monetza.

**Absent:**

**Others Present:** City Manager Ashley Latsch and City Clerk Maria Boersma.

**PRESENTATION**

Members of the Grand Haven Airport Board presented a proposal to allow private parties to build hangers at the Grand Haven Memorial Airpark. The Airport Board proposes to allow private investment by offering 30-year land leases to individuals interested in constructing private hangers.

**ADJOURNMENT**

City Council decided to continue the presentation in the Regular meeting, and Mayor Monetza adjourned the meeting at 7:30 p.m.

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Robert Monetza, Mayor

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Maria Boersma, City Clerk

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
REGULAR CITY COUNCIL MEETING  
MONDAY, NOVEMBER 18, 2024**

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

**Present:** Council Members Mike Fritz, Karen Lowe, Mayor Pro-tem Kevin McLaughlin, and Mayor Bob Monetza.

**Absent:** None.

**Others Present:** City Manager Ashley Latsch, City Clerk Maria Boersma, Finance Director Emily Greene, and Waterfront & Events Manager Brian Jarosz.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Pastor Emmett Brown, Trinity Church.

**APPROVAL OF CONSENT AND REGULAR AGENDAS**

**APPOINTMENTS**

**24-228** Council Member **Fritz** moved, seconded by Council Member **Lowe** to appoint the following:

Jerome Swifney, Lake Forest Cemetery Board, term ending June 30, 2026.

Oliver Shampine, alternate member to the Zoning Board of Appeals, term ending June 30, 2027.

Roll Call Vote:

**This motion carried unanimously.**

**APPROVAL OF CONSENT AND REGULAR AGENDAS**

**24-229** Council Member **Lowe** moved, seconded by Council Member **Fritz** to approve the agendas as presented.

Roll Call Vote:

**This motion carried unanimously.**

**PRESENTATION**

Chandi Pape, Executive Director of the Grand Haven Main Street Downtown Development Authority, presented an update on their Annual Report and PSD Funds. An update on the

National Main Street and Michigan Main Street Accreditation process and the 2024/2025 Impact Report were also shared.

### **FIRST CALL TO AUDIENCE**

**Laura Girard, MSDDA Member:** Light Night is Friday, November 22, 2024, from 5:00 p.m. - 8:00 p.m.

**Joyce Workman, MSDDA Chair:** Commented on Candy.

### **CONSENT AGENDA.**

**24-230** Approve the bill's memo in the amount of \$419,483.00. **Attachment A**

**24-231** Approve the fee schedule amendments for special events as presented, effective January 1, 2025, through December 31, 2025.

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

Roll Call Vote:

**This motion carried unanimously.**

### **NEW BUSINESS**

**24-232** Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve the updated Economic Incentive Policy to create a transparent internal framework for evaluation to assist in developer requests for local incentives and tax abatements.

Roll Call Vote:

**This motion carried unanimously.**

### **REPORT BY CITY COUNCIL**

Council Member **McLaughlin** thanked City Clerk **Maria Boersma** and the Clerk Staff for their work on the November 5th election.

### **CITY MANAGER REPORT**

The Community Satisfaction and Budget Priority survey is live to the general public. The survey is due December 8th. The City Council Strategy Session is tentatively scheduled for December 12th at 6:00 p.m.

**Dana Kollweher** has been named the new Assistant City Manager.

**CALL TO AUDIENCE SECOND OPPORTUNITY**

**ADJOURNMENT**

After hearing no further business, Mayor Monetza adjourned the meeting at 8:10 p.m.

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Robert Monetza, Mayor

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Maria Boersma, City Clerk



**Regular City Council Meeting Minutes**  
**Monday, November 18, 2024**  
**Page 4**

**Attachment A**

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

11.18.24 *Est*

NEW FUND NUMBER	FUND NAME	WARRANT 11.13.24	ACH WARRANT 11.13.24	CREDIT CARD WARRANT 11.12.24	TOTALS
101	General Fund	\$52,849.52	\$24,626.50	\$6,916.91	\$84,392.93
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$1,022.98	\$273.05	\$255.00	\$1,551.03
203	Local Street Fund	\$231.99	\$273.05	\$0.00	\$505.04
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$7,824.07	\$0.00	\$2,055.15	\$9,879.22
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$9,156.64	\$39,962.50	\$1,194.25	\$50,313.39
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$7,363.75	\$0.00	\$7,363.75
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$823.68	\$823.68
509	Sewer Authority Operations	\$94,048.39	\$891.13	\$2,646.74	\$97,586.26
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$25,173.74	\$705.24	\$0.00	\$25,878.98
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$209.73	\$218.04	\$0.00	\$427.77
590	City Sewer Fund	\$29,381.00	\$512.18	\$17.94	\$29,911.12
591	City Water Fund	\$20,559.58	\$5,438.99	\$34.97	\$26,033.54
594	City Marina Fund	\$1,295.90	\$391.28	\$524.35	\$2,211.53
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$5,863.52	\$14,951.51	\$1,184.05	\$21,999.08
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$8,040.55	\$0.00	\$0.00	\$8,040.55
679	Health Benefit Fund	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$31,210.18	\$21,354.95	\$0.00	\$52,565.13
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00
		\$286,867.79	\$116,962.17	\$15,653.04	\$419,483.00

\$419,483.00 Total Approved Bills  
 \$60,605.68 Minus eligible bills for release without prior approval: including Utility,  
 \$358,877.32 Retirement, Insurance, Health Benefit, and Tax Collection Funds

To: Ashley Latsch, City Manager  
 From: Emily Greene, Finance Director  
 CM Date:

12.02.24

RE: Bills From Payables Warrant

NEW		ACH		ACH		TOTALS
FUND NUMBER	FUND NAME	WARRANT 11.20.24	WARRANT 11.20.24	WARRANT 11.27.24	WARRANT 11.27.24	
101	General Fund	\$74,397.14	\$0.00	\$16,651.13	\$45,751.15	\$136,799.42
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$1,977.53	\$0.00	\$73.74	\$1,534.32	\$3,585.59
203	Local Street Fund	\$337.60	\$0.00	\$73.74	\$384.65	\$795.99
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$26,899.76	\$26,899.76
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$2,639.00	\$0.00	\$0.00	\$0.00	\$2,639.00
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$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
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$24,652.49	\$7,997.44	\$32,649.93
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$0.00	\$106,081.66	\$106,081.66
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operations	\$4,935.53	\$0.00	\$66,589.98	\$1,081.62	\$72,607.13
509	Sewer Authority SL Force Mn	\$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	\$12,134.74	\$0.00	\$33,451.24	\$4,270.82	\$49,856.80
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
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$132.61	\$0.00	\$60.98	\$240.65	\$434.24
590	City Sewer Fund	\$196,428.68	\$0.00	\$32.73	\$18,393.14	\$214,854.55
591	City Water Fund	\$109,131.08	\$0.00	\$7,647.71	\$9,373.41	\$126,152.20
594	City Marina Fund	\$3,254.42	\$0.00	\$62.00	\$129.99	\$3,446.41
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$9,945.91	\$0.00	\$86,777.57	\$8,337.47	\$105,060.95
677	Self Insurance Fund	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$42,062.64	\$0.00	\$42,062.64
679	Health Benefit Fund	\$0.00	\$0.00	\$91.80	\$9,945.21	\$10,037.01
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$12,473.09	\$1,067.50	\$0.00	\$0.00	\$13,540.59
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$427,787.33	\$1,067.50	\$278,275.75	\$240,421.29	\$947,551.87

\$947,551.87 Total Approved Bills  
 \$65,688.24 Minus eligible bills for release without prior approval: including Utility,  
 \$881,863.63 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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



**MEMORANDUM**

TO: Ashley Latsch, City Manager  
CC: Derek Gajdos, Director of Public Works  
FROM: Derek Lemke, Facilities and Grounds Manager, Department of Public Works  
DATE: November 20, 2024  
SUBJECT: 1. North Harbor Basement Waterproofing

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As part of the fiscal year 2024-2025 capital improvement, plan and approved budget, the Department of Public Works has solicited quotes to waterproof the basement of 1. North Harbor Drive (depot building). As a reminder, when Grand Haven had a high water event in 2020, the building had issues with areas of standing water, we have also observed water intrusion through the walls, which requires immediate attention to prevent further damage.

The scope of the project includes jackhammering a trench around the foundation. There will be a stone and tile drain system installed. The drain will run to a crock that is equipped with a double safe pump system and will discharge in the existing sanitary discharge. The trench will be filled back in with concrete, and the debris will be taken away. The timeline on the project is expected to begin around mid-January and be completed within two weeks.

It is the recommendation of City Staff that all tenants remove their stored belongings from the basement prior to the commencement of any work. This precautionary measure is advised to mitigate any potential liability for the City regarding damages to personal property. By ensuring that all items are cleared from the basement, we aim to prevent any inadvertent damage during the course of the work and thereby protect both the tenants' property and the City's interests.

City Staff's recommendation and subsequent quotes are attached. City staff recommends that City Council accept the low bid and award a contract to Ayers Basement Systems of Kentwood, MI, in the amount of \$40,612.75 for the waterproofing of the depot building basement, and authorize the Mayor and City Clerk to execute the necessary documents. The approved budget for this project was \$50,000, ensuring that the selected bid is well within the allocated funds.

DL

CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT of Public Works

October 28, 2024

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

It is the intent of the City of Grand Haven to receive bids for “Depot Building Water Proofing” for the City of Grand Haven.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Ms. Maria Boersma, City Clerk, before **10:00 a.m. local time, Wednesday, November 13, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside “Depot Building Water Proofing”.

Copies of the Requests for Proposals (RFP) that contain the minimum specifications and official proposal forms are available at the City Clerk’s office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417; at the Department of Public Works, 1120 Jackson St. Grand Haven, MI. 49417; or online from the City’s Web site: [www.grandhaven.org](http://www.grandhaven.org).

Any questions regarding this RFP or the minimum specifications shall be directed to **Derek Lemke, Facilities and Grounds Manager, at 616-847-3493**

The City of Grand Haven reserves the right to reject any or all bids or any parts of the same, to waive any irregularities and to accept any bid in its own best interest.

Derek Lemke  
Grounds and Facilities Manager  
Department of Public Works  
City of Grand Haven,

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

**October 28, 2024**

**INSTRUCTIONS TO BIDDERS**

1. **SPECIAL CONDITIONS:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **APPLICABLE LAWS:** The revised code of the state of Michigan, Charter of the City of Grand Haven, and all city ordinances insofar as they apply to the laws of competitive bidding, contracts, and the purchases, are made a part hereof.
3. **WORKMEN'S COMPENSATION:** Insofar as Workmen's Compensation is concerned, the bidder or contractor agrees to furnish, upon request, certified copies of policies and adequate certificates pertaining thereto as evidence that bidder carries Workmen's Compensation Insurance.
4. **INFRINGEMENTS AND INDEMNIFICATIONS:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form as part of the work covered by either order or contract. He/she further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages sustained by a party or parties, by or from any of the acts of the contractor, his/her servants, or agents.

To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Instructions to Bidders (See Item 21).

5. **DEFAULT PROVISIONS:** In case of default by the bidder or contractor, the City of Grand Haven may procure the articles of services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.

In case of an error by the bidder in making up a proposal, the City may reject such a proposal upon presentation of a petition accompanied by a sworn affidavit of error which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

7. **QUANTITIES:** When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.
8. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal and approved by the City.

10. **SAMPLES:** Samples, when requested, shall be filed prior to the opening of bids and must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
11. **TAXES:** Contractor shall include and be deemed to have included in his bid and contract price, Michigan State Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department Treasury, Revenue Division, on the bid date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Michigan Sales or Use Tax, interest or penalty thereon, which was required to be, and was deemed to have been, included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such reduction, whether as a refund or otherwise, shall endure solely to the benefit of the City of Grand Haven.
12. **BID INFORMALITIES AND REJECTION:** The City reserves the right to waive any nonconformity, irregularity or informalities in any bid, to negotiate with the selected bidder, and to award the bid in its determination of its best interest.
13. **AWARD:** Unless otherwise specified in the Bid Document, the City reserves the right to accept or reject any item in the bid. Unless otherwise stated in the Bid Document, bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

As soon as the award is made, an order or contract document will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the City of Grand Haven within 10 days of the date of sending, the Bid Surety, if required,

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

will be declared forfeited as liquidated damages.

14. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City. Increases in contract costs shall be approved in writing, prior to excess expense being incurred. Approval of increases may require formal action by City Council.
15. **BIDDER'S SIGNATURE:** Each proposal and bid surety form must be signed by the bidder with his/her usual signature. All signatures should be in full.

Bids by partnership must be signed by one or more of the partners in the following manner: "John Jones and James Smith, D.B.A., Smith Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter.

16. **SUBMISSION AND RECEIPT OF BIDS:** Inquiries involving an expenditure exceeding the limits established in the City Charter usually require advertising over a period of at least five (5) days prior to the scheduled bid opening. Proposals of this nature are publicly read at 10 o'clock AM (unless otherwise noted) on the date bids are scheduled to be received.

Proposals to receive consideration must be received prior to the specified time of opening and reading as designated in the Notice to Bidders.

***Bidder must use the Proposal Form furnished by the City as none other may be accepted.***

***The Proposal Form must be returned intact.***

***Removal of any Proposal Form thereof may invalidate the bid.***

Specifications and plans referred to in this bid document by reference only, need not be returned with the Proposal Form, however, no excision of material physically incorporated in the bid document will be permitted.

Bids are to be submitted in sealed envelopes and identified as requested in the Notice to Bidders.

Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.

Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerks office of the City of Grand Haven. In addition, copies will be kept on file at the City Clerk’s office and posted on the City website. All bidders shall be bound by such interpretations whether or not received by the bidders.
18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerks Office of the City of Grand Haven and posted on the City website. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the City Clerk’s office and the City website.
19. **INSURANCE REQUIREMENTS:** The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of certificates of insurance shall be submitted to be approved by the City prior to the execution of the contract. The Certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:
- A. Workers Compensation Insurance in the amount required by Michigan Law.
  - B. General Liability:
 

Bodily Injury and Property Damage combined:	
Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00
Personal Injury	\$1,000,000.00
  - C. Automobile Insurance for Vehicles:
 

Bodily Injury Each Person	\$1,000,000.00
Bodily Injury Each Accident	\$1,000,000.00
Property Damage Each Accident	\$1,000,000.00



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

**End of Instructions to Bidders Section**

The City of Grand Haven, Michigan, will be accepting proposals from qualified contractors for the waterproofing of the basement located at 1. North Harbor Drive. Grand Haven, MI. 49417. In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City of Grand Haven when standardization, price, product, safety, quality and delivery are considered. The City of Grand Haven reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

### Scope

- Install stone and tile drain system in basement of building.
- Install crock and pumps
- Hook up pumps to existing discharge lines
- Site restoration- All debris is to be removed from site.

### Site visit

There will be an opportunity to do a walk through of the space. Contractors are encouraged to visit the location to ensure an accurate bid is submitted. The date for the site visit will be on November 5, 2024. Contractors planning to attend are asked to let **Derek Lemke (616-847-3493)** know on or before November 4,2024 by end of day.

### Site access

The building is home to tenants that occupy the main floor area, site access will be limited to Bilco doors located on the south west corner of the building. Contractor is not to enter tenant occupied space without prior authorization from City staff.

### Bid

Contractor to fill out and return the attached bid form. Along with the bid form, contractor is to attach a detailed plan for waterproofing that includes all aspects of their bid. Please include discharge pump and float specifications, including make and model.

### Time line

Work in the building needs to be completed during the off season. Work may begin November 30, 2024 and needs to be completed no later than March 1,2025.

Any questions regarding this RFP or the minimum specifications shall be directed to **Derek Lemke, Facilities and Grounds Manager** at 616-847-3493.

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

**BID FORM**

Ms. Maria Boersma, City Clerk  
519 Washington Avenue

\_\_\_\_\_ Date

Grand Haven, Michigan 49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the apparatus listed below. The City of Grand Haven may, at its sole discretion, buy the proposed product that is in the best interest of the City of Grand Haven.

<b>Description</b>	<b>Unit Price</b>	<b>Item Total</b>

NET  
TOTAL: \_\_\_\_\_

Attached are complete specifications and warranty information on the equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
DEPARTMENT OF PUBLIC WORKS**

---

(Bidder's Company Name)

---

(Bidder's Telephone Number)

---

(Street/Mailing Address)

---

(City/State/Zip)

---

(Bidder's Signature)

---

(Print Bidder's Name)

**CITY OF GRAND HAVEN  
CONTRACTOR SERVICES AGREEMENT**

This Agreement is made as of **December 2, 2024** between the City of Grand Haven, a Michigan Municipal Corporation, the address of which is 519 Washington Street, Grand Haven, Michigan 49417, Attn: City Manager (the “City”), and **Ayers Basement Systems** the address of which is 2631 Eaton Rapids Rd. Lansing MI. 48911 (the “Contractor”).

**RECITALS**

- A. The City wishes to provide for **Basement Waterproofing** (The “Project”).
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment to **Basement Water Proofing** as specified in the Invitation to Bid, Conditions of Contract, Blueprints, General Conditions and Specifications attached as Exhibit A and incorporated by reference.
- C. The Contractor’s proposal to provide such services is attached as Exhibit B and incorporated by reference.
- D. The City Council, by its action at a meeting held **December 2, 2024** selected the Contractor to complete the Project.

**AGREEMENT**

In exchange for the consideration in and referred by this Agreement the parties agree as follows.

**ARTICLE I  
CONTRACTOR’S RESPONSIBILITIES**

- 1.1 **Basic Services, Materials and Equipment.** The Contractor shall provide the following services, materials and equipment.
  - (a) All labor, materials, supplies, tools, equipment, process and other services necessary for the complete construction of the Project described in this Agreement, the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached to Exhibit “A”, and incorporated by reference, to the approval and complete satisfaction of the City.
  - (b) Any labor, material, supplies, tools, equipment, process or other service which may have been unintentionally omitted from the description of work but which is clearly necessary for the proper completion of the Project in a workmanlike manner, shall be furnished by the Contractor as if it had been specified in the scope of work for the Project.

(c) Any work and materials rejected by City or its engineer as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.

(d) Provide cost information for any proposed change orders requested by the City. All change orders shall require the signature of the City, the engineer and the Contractor. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of construction time, may be authorized by the City Manager. Other changes will require City Council approval.

- 1.2 Additional Services. The Contractor will perform services in addition to those detailed in section 1.1 of this Agreement only when requested in writing by the City.
- 1.3 Termination. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement and the attached Exhibit "A", in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.
- 1.4 Insurance. The Contractor shall, before it commences any work under this agreement, file proofs of insurance as required by the documents attached as Exhibit A and described in Recital B above.

## **ARTICLE II PHASES FOR COMMENCEMENT AND COMPLETION**

- 2.1 Phases. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications dated **March 1, 2025**
- 2.2 Commencement and Completion. Work shall commence and not be interrupted until completion on or before **January 31, 2025**

## **ARTICLE III COMPENSATION AND PAYMENT**

- 3.1 Compensation. The City shall pay the Contractor the sum of **\$40,612.75** as provided for by in the Contractor's proposal attached as Exhibit B, for the services performed under section 1.1 of this Agreement. Additional services as defined in section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.
- 3.2 Billing and Payment. The Contractor will submit monthly invoices to the City for a Pro rata amount of the completed work. All payments unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice, shall be paid within forty-five (45) days of the City's receipt of the invoice. Provided that, ten percent (10%) of each invoice amount shall be retained by the City until the Project is complete to the City's reasonable satisfaction.

- 3.3 Liens. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its building, improvements, fixtures or appurtenances, or any other City property with first securing a valid judgement against the City.

#### **ARTICLE IV MISCELLANEOUS**

- 4.1 Notices. Any notice or other communication to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 4.2 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted and enforced under the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.
- 4.3 Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 4.4 Enforcement. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney's fees.
- 4.5 Headings. The headings in this Agreement are for reference purposes and shall not affect the meaning or interpretation of this Agreement.
- 4.6 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter, except for the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into to this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.
- 4.7 Conflicts. In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control. In case of any conflict between the Invitation to Bid, Conditions of Contract, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, the terms of the Invitation to Bid, conditions of contract, General Conditions and Specifications attached as Exhibit A shall control.



The parties have executed this Agreement as of the date first written above.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

THE CITY OF GRAND HAVEN:

By: \_\_\_\_\_  
Robert Monetza, Mayor

By: \_\_\_\_\_  
Maria Boersma, City Clerk

THE CONTRACTOR:

By: \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_



Prepared by:
Chris Fues
C 616-560-6211
cfues@goayers.com

Ayers Basement Systems
GoAyers.com
TF 866-379-1669
F 517-646-7518
License# 10011-111

Prepared for:
Derek Lemke
City of Grand Haven
dlemke@grandhaven.org
P (616) 215-6401
PR353032

Job location:
1 North Harbor Drive
Grand Haven, MI 49417

Prepared on:
10-23-24

Project Summary

Table with 2 columns: Item, Amount. Rows include My Basement (\$40,688.75), Total Investment (\$40,688.75), Project Savings (\$2,009.94), GST (\$1,160.36), Mobilization (\$773.58), Total Contract Price (\$40,612.75), Deposit Required - 30% (\$12,183.83), Deposit Paid (\$0.00), Amount Due Upon Installation (\$40,612.75).

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

On the day of project completion the homeowner will make final payment to Ayers via;
Circle option: Check : Credit Card : Cash : Personal Financing : Ayers Financing (Pre-Approval needed)

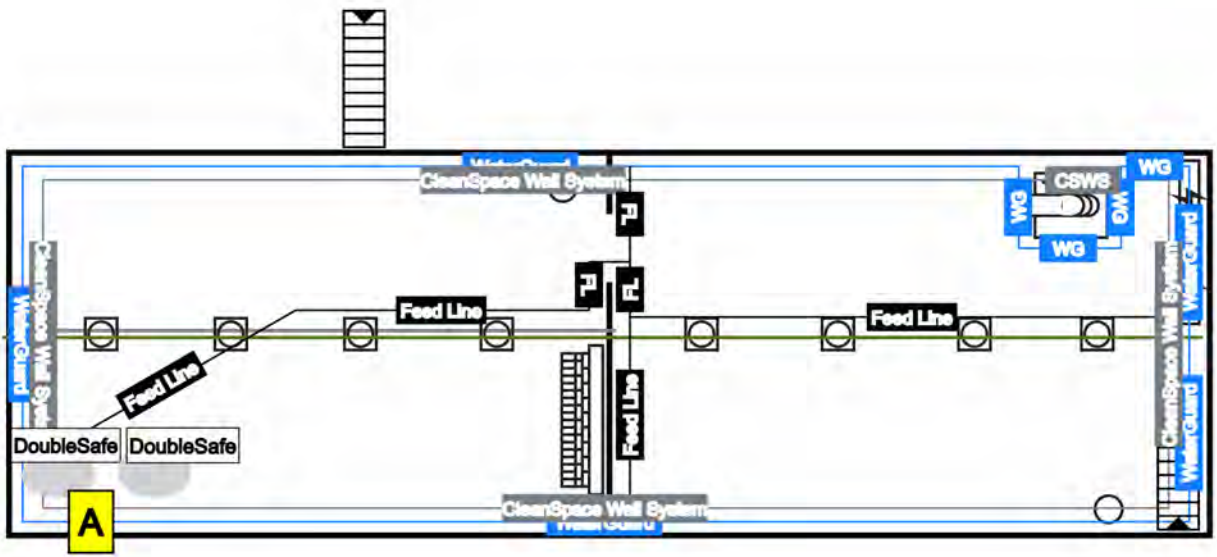
Upon signing this agreement, the customer acknowledges that a 5% discount will be applied if the project is paid for in full with either cash, check or ACH. However, the customer understands that if a credit card or financing is utilized as any part of the project payment, the 5% discount will be forfeited and reapplied to the total contract price.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

There will be lawn damage during the installation of an egress window Initial \_\_\_\_\_

Ayers is not responsible for any/all damages caused by a dumpster. Initial \_\_\_\_\_

# Job Details



**Type of Wall** ..... Stone  
**Existing Wall Finish** ..... Plain  
**Existing Floor Finish** ..... Concrete  
 A) Current Discharge

# Job Details (Continued)

## Specifications

1) Install WaterGuard sub-floor drainage system as indicated in job drawing. A vapor barrier is recommended for all basement wall systems. 2) Permit. Home owner is responsible for any additional cost of permitting and product necessary to meet local municipality, county, state or federal requirements. 3) Disposal 4) Install feed line as shown on drawing. 5) Install CleanSpace Wall System on walls as shown on drawing. 6) Install Electrical outlet for SaniDry SuperSump SmartSump as noted on drawing 7) Install double safe pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump 8) Install interior discharge line as shown on drawing

## Contractor Will

- 1.) Remove and replace concrete as necessary in the workplace.
- 2.) Provide proper dedicated electrical outlets for all pumps and other electrical devices to be installed.
- 3.) Provide third party roll-off dumpster for concrete and dirt disposal only. Ayers is not responsible any damage caused by the dumpster.

\_\_\_\_\_ Customers' Initial

## Customer Will

- 1.) Move items at least 4 feet away from the work area.
- 2.) Remove cabinets/shelving.
- 3.) Be responsible for testing & abatement services as necessary prior to the installation of proposed solution.
- 4.) Customer aware they are responsible to for any costs to repair a sewer/waste pipe that may be damaged during installation.

# Product List

## My Basement

WaterGuard .....	230 ft
Permit .....	1
Disposal .....	1
Electrical - SaniDry/SuperSump .....	2
Double Safe (Triple Safe Minus Battery Backup) .....	2
Interior Discharge Line .....	35 Linear foot

# Products



# Recommendations to Your Project

Restore Deteriorating Walls

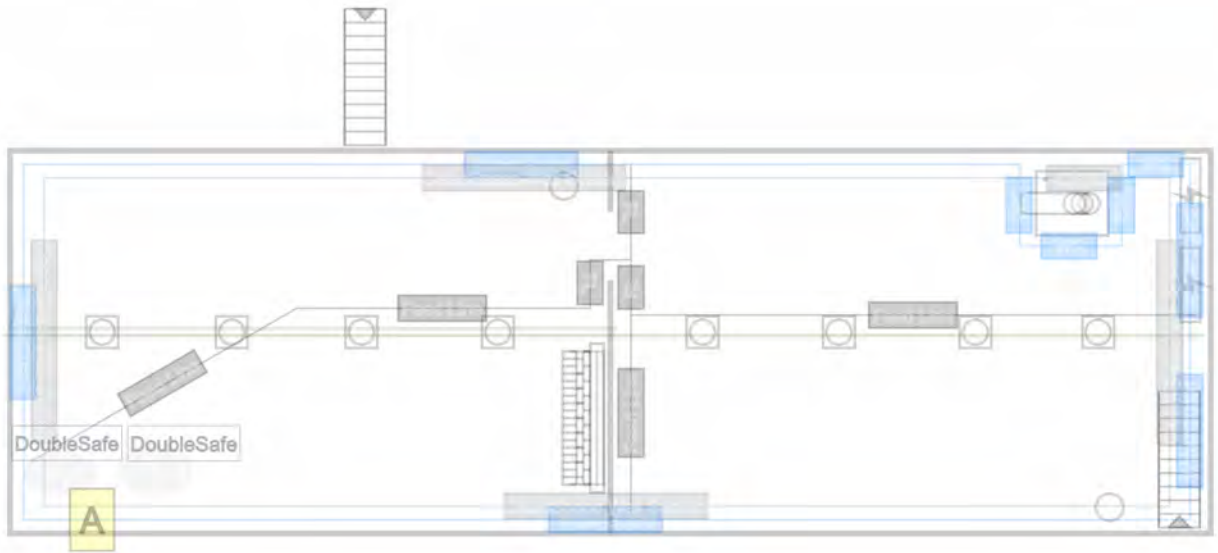
1 Engineering , Engineering

\$131,789.00

1 Permit

202 ft EverBrace

88 ft Feed Line



# Limited Warranty

Standard Exclusions Permitted by State Law – This Foundation Limited Warranty (“Warranty”) is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor (“Contractor”) to the customer (“Customer”). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer. If a basement wall system is installed, a vapor barrier integrated into the interior drain tile system is required. Failure to install a vapor barrier will void the warranty. If additional feed lines become necessary due to hydrostatic pressure, and it was recommended, they will be added at additional charge. Customer deposits are non-refundable after the three day right to cancel.

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer’s warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor’s workers are fully covered by Workers’ Compensation insurance.

Foundation Piers – Lifetime warranty: Contractor warrants that the foundation piers under this agreement are guaranteed against defects in material and workmanship for the life of the structure. This warranty may be transferred to future homeowners provided we are notified within 30 days of the real estate transfer. If any settlement or movement occurs in the area repaired other than settlement or movement caused by earthquake, severe wind, flood, change in the water table, other acts of God or any other similar man made condition, the Contractor will at no cost or expense to the Owner, correct the defect in workmanship or material that may occur.

Contractor does not warrant to lift, to close cracks, to render doors and windows operational or to move walls back to their original position but will do its best to achieve positive results in this regard. Some of the reasons Contractor cannot warrant to lift the area(s) in question are as follows: 1) Skin Friction: The soil’s tendency to cling to your foundation in its new settled position; 2) Obstructions: Items such as mortar, concrete or soil falling between the cracks or behind the veneer which will physically prevent the wall or chimney from moving back to its original position; and 3) Brick or Stone Veneer: The veneer of the home or other building is not part of the “structure” Contractor is attempting to affect; rather, it is merely a cosmetic covering similar to siding. Thus, a lifting operation on Customer’s foundation may or may not affect the veneer of the structure. Customer should also know that the possibility of further damages exists during a lifting operation. Contractor is not responsible for damages caused by the lifting. Contractor’s efforts will be concentrated on obtaining the optimum results with a minimum of damage.

Slab Piers – Contractor warrants that the slab piers will stabilize the affected area(s) against further settlement for ten (10) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the slab piers. Contractor does not warrant to lift the slab back to its original position but will do its best in this regard.

SmartJacks – Contractor warrants that the SmartJacks will stabilize the affected floor joist system against further settlement for twenty-five (25) years from the date of installation provided the number of SmartJacks as specified in the load calculator, by Contractor, were installed, or else Contractor will provide the labor and materials, for a standard service fee, to make any necessary adjustments to the SmartJacks. Additionally, the manufacturer of SmartJacks warrants that SmartJacks will, under normal use and service, be free from defects in material and workmanship for fifty (50) years from the date of installation (see manufacturer’s warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to Customer.

Geo-Lock Wall Anchors – Contractor hereby warrants that the Geo-Lock wall anchors (“Anchors”) will stop further inward movement of the wall(s) repaired for twenty-five (25) years from the time of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the Anchors. Walls that do not have Anchors installed entirely from corner to corner as specified in the load calculator, by Contractor, are not warranted. Anchors are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed Anchors as recommended by the manufacturer but assumes all liability for damages due to over-tightening of the Anchors. Contractor will tighten as recommended for a standard service fee. Contractor will need ready access to tightening locations to service or monitor wall stabilization systems.

PowerBraces – Contractor hereby warrants that the PowerBraces will stop further inward movement of the wall(s) repaired for twenty-five (25) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the PowerBraces. Walls that do not have PowerBraces installed entirely from corner to corner, as specified in the load calculator, by Contractor, are not warranted. PowerBraces are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed PowerBraces as recommended by the manufacturer but assumes all liability for damages due to over-tightening of the PowerBraces. Contractor will tighten as recommended for a standard service fee. Contractor will need ready access to tightening locations to service or monitor wall stabilization systems.

Shotcrete With Wall Stabilization – Contractor hereby warrants that shotcrete with a wall stabilization system (“Shotcrete”) will stop further inward movement of the wall(s) repaired for twenty-five (25) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to stabilize the wall(s). Shotcrete is warranted only to stabilize the affected walls(s) and not straighten them, and Shotcrete will provide lateral support only and not vertical support. If vertical movement is a problem, additional work may be needed at an additional cost. Although Shotcrete walls will be new concrete foundation walls, some imperfections in the finish of the walls should be expected.

CarbonArmor – Contractor warrants that CarbonArmor will stabilize the affected area(s) against further inward bowing at the center of the wall(s) repaired for twenty-five (25) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the CarbonArmor. Walls that do not have CarbonArmor installed entirely from corner to corner as specified in the load calculator, by Contractor, are not warranted. CarbonArmor is warranted only to stabilize the wall(s) and not straighten them. CarbonArmor is installed to prevent further bowing of the wall. Further leaning at the top of the wall is only warranted when CarbonArmor is installed with the ArmorLock anchor system. Shearing in at the bottom of the wall is not included in this Warranty and may require more work, at additional cost, to correct.

EverBrace® Wall Stabilization. Contractor warrants that, for 25 years from the original date of installation that the EverBrace® wall stabilization system (“EverBrace”) will stop further inward movement of the wall(s) repaired or the Contractor will provide the labor and materials to stabilize the wall(s). EXCLUSION: EverBrace® is warranted only to stabilize the affected walls(s) and not straighten them. EverBrace® will provide lateral support, but does not specify any degree of vertical support. EverBrace® provides no warranty against water entering the basement. If vertical movement or water is a problem, additional work will be needed at an additional cost.

PolyLevel/NexusPro Sealant – Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch or that NexusPro crack sealant shall not form a breach for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs. This warranty is void if downspouts or any other water source provides a washout to undermine the PolyLevel. Also, customer acknowledges that lifting next to a foundation or retaining wall may provide movement on that wall and additional work may be required for an additional charge. Concrete may crack during installation. Ayers repair to fill the area utilizing the “crack repair” method of using Nexus Pro joint sealant. Any additional method of repair, including concrete replacement, will be at the homeowners expense.

# Limited Warranty (Continued)

Exclusions From This Warranty – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) heave or any damages caused by it; or 10) electrical.

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

WaterGuard and DryTrak – If water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to WaterGuard and DryTrak systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided we are notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home.

If the entire perimeter of the basement was not treated, then additional work at additional charge will be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances. If additional feed lines become necessary due to hydrostatic pressure, at any time, they will be added at additional charge. If additional pumping capacity becomes necessary for any reason, customer agrees that pumping systems will be added for an additional charge.

This warranty shall not apply to: condensation, or any system that has been altered in any way at any time, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, sand or roots clogging the system, leaks from chimneys or garages, or efflorescence (white powder) on concrete. A drainage system clogged by iron ochre.

Contractor cannot be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge lines without an IceGuard. A DryTrak system alone will not eliminate seepage from floor cracks. A vapor barrier is required for all insulated wall systems to prevent condensation run off. Condensation run off from walls without a vapor barrier is not covered under this warranty.

Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty which is 12 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended but cannot be relied upon to work in every situation. Annual maintenance is recommended to find potential problems. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed.

Systems that drain to daylight cannot be warranted by the Contractor under any circumstances. Drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria will require cleaning, flushing or other service at additional cost to keep system functioning and under warranty.

CleanSpace – A CleanSpace crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage and sump system to remedy problems with water below the CleanSpace liner. A CleanSpace system without a full perimeter drain tile system and feed lines cannot be warranted against ground water seepage. CleanSpace has a transferable twenty-five (25) year warranty. There will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer's warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation. Encapsulated crawl spaces require either mechanical ventilation or dehumidification.

**THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION.** Contractor will not be responsible for any damages caused by mold or radon, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on Contractor's part. There are no other warranties verbal or written.

FlexiSpan – Wall cracks repaired with FlexiSpan are warranted against leakage for the life of the structure provided it drains into a functioning water control system. If water passes through the FlexiSpan system and onto the basement floor we will provide the additional labor and materials to fix the leak at no additional charge to the customer.

Arbitration – In the event of a dispute regarding the performance of the Contract by Ayers Basement Systems, such dispute shall be submitted to an arbitrator mutually agreeable to the parties with the arbitration venue being Eaton County, Michigan. The dispute is to be decided according to the Home Construction Arbitration Rules and Mediation Procedures in effect at such time. Notice of the demand for arbitration shall be provided in writing to Ayers Basement Systems LLC within a reasonable time after the dispute arises, but in no event later than one year after the work under this Contract is completed. The decision of the arbitrator shall be final and binding on the parties and enforceable in a court of competent jurisdiction.

Finishing: This warranty covers any defects in workmanship, including but not limited to installation of materials. This warranty does not cover normal wear and tear, misuse, or damage caused by factors beyond the contractor's control. It is further understood that all line items are estimated or allowance costs and that final costs may be more than estimated. Change orders will be communicated, approved, signed, and submitted prior to beginning any work. As such the contractor will update the customer of additional cost overages whenever possible but may not occur until final billing.

The exclusions and disclaimers of express and implied warranties set forth in this Limited Warranty shall apply to all finishing work performed by Contractor and, further, Contractor assumes no responsibility for any damage to its work as a result of water intrusion, foundation settlement, cracking, or other problems affecting the finishing work. Contractor does warrant that the materials furnished to Customer, subject to approved substitutions and minor deviations, will be new and conform to the description of the materials stated in the quotation. Contractor's liability and Customer's sole and exclusive remedy under this warranty shall be a substitution of the same product material specified in the quote. Customer's execution of a Project Completion Form shall constitute Customer's acknowledgement that the work was completed in accordance with the contract requirements and is free from defects.



# Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: \_\_\_\_\_ or
2. The date you received this notice of cancellation.

## How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

### Ayers Basement Systems

**TF** 866-379-1669

**F** 517-646-7518

GoAyers.com

2631 Eaton Rapids Rd

Lansing, MI 48911

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

### I wish to cancel.

---

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

### The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

---

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_



**CITY OF GRAND HAVEN**  
519 Washington Ave  
Grand Haven, MI. 49417

<b>Date Bid Received</b>	<b>Bidder</b>	<b>City,State</b>	<b>Total Bid Amount</b>
11/1/2024	EveryDry Waterproofing	Wyoming, MI	\$ 41,160.00
11/1/2024	Ayers Basement Systems	Kentwood, MI	\$ 40,612.75

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



**MEMORANDUM**

TO: Ashley Latsch – City Manager

CC: Emily Greene – Finance Director  
Mike England – Streets and Utilities Manager

FROM: Derek Gajdos - Public Works Director *DG*

DATE: November 21, 2024

SUBJECT: Large Water Meter Replacement Program

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In 2014, the City replaced all of its large water meters (1.5” and larger) with Sensus Omni meters in preparation for integration with the City’s new Advanced Metering Infrastructure (AMI) system. The AMI system the City chose is Sensus product that has worked very well over the years. The Omni meters utilize batteries inside the register to calculate and transmit meter readings and data to the AMI system for billing and usage. The batteries are warrantied for 10 years, which is essentially the life expectancy. In early October, utility staff began to receive a large number of battery alarms with our large meters. They were all inspected and determined that the register batteries were at their end of life, which is expected, post manufacture warranty.

While the batteries are failing, the manufacture designed them in a way that they will continue to account for water used for approximately 6 months, however, they conserve the remaining battery life to do so. Conserving the battery life does not allow them to transmit meter reading data any further. This design has and will allow for continued metering and usage accountability with manual meter reading.

The City has 409 large meters currently in use. Of those in use, 153 have battery warnings and are being read manually. DPW staff have completed a full audit of the City’s large meters and has determined that after 10 years, 129 of the large meters have had more water through them than what the manufacture recommends. Therefore, those meters are being recommended to have the measuring chamber replaced at the same time. Unfortunately, these costs were not outlined in the City’s capital improvement plan previously. This was due to a simple oversight in planning. In comparison, the City’s small meters have a 20-year battery life/warranty.

Sensus meters are licensed to be sold in each state by one retail provider. Further, suppliers in other states are prohibited to sell Sensus products outside their own states. Most, if not all water meter manufacturers operate in fashion. Therefore, Etna Supply of Grand Rapids is the sole supplier for Sensus water meters and parts in the State. Sensus meters have performed very well

over the time they have been in use in the City. Sensus meters are widely used throughout the water industry and are considered a leader in water metering technology. DPW staff has been very pleased with the performance of all of the Sensus products in use.

DPW staff will install/replace the water meter registers and measuring chambers as soon as they arrive. Lead time for the delivery of the products is estimated to be 12 weeks.

I have spoken with Finance Director Greene regarding this expenditure. She has determined that the Water Fund has sufficient funds to cover this expenditure.

Therefore, DPW staff recommends that City Council approve the purchase of 409 total water meter registers and 129 measuring chambers in various sizes as outlined in the attached inventory, with a not to exceed purchase price of \$275,000 from Etna Supply of Grand Rapids, Michigan.



**City of Grand Haven  
Large Water Meter Replacement Plan - Final  
November 20, 2024**



Size	Type	Register & Measuring		Register Cost	Register & Chamber Cost	Total Cost
		Register Replacement Only (over 1M gallons used)	Chamber Replacement (over 10M gallons used)			
1.5"	C2	21		\$520.00		\$10,920.00
1.5"	C2		26		\$1,130.00	\$29,380.00
1.5"	T2	70		\$520.00		\$36,400.00
1.5"	T2		36		\$775.00	\$27,900.00
<b>Total 1.5"</b>			<b>153</b>			<b>\$104,600.00</b>
2"	C2	140		\$520.00		\$72,800.00
2"	C2		36		\$1,155.00	\$41,580.00
2"	T2	38		\$520.00		\$19,760.00
2"	T2		26		\$795.00	\$20,670.00
<b>Total 2"</b>			<b>240</b>			<b>\$154,810.00</b>
3"	T2	0	2		\$1,145.00	\$2,290.00
<b>Total 3"</b>			<b>2</b>			<b>\$2,290.00</b>
4"	C2	8	0	\$520.00		\$4,160.00
4"	C2	0	0		\$1,675.00	\$0.00
4"	T2	2	0	\$520.00		\$1,040.00
4"	T2	0	1		\$1,170.00	\$1,170.00
<b>Total 4"</b>			<b>11</b>			<b>\$6,370.00</b>
6"	C2	0	2		\$3,205.00	\$6,410.00
<b>Total 6"</b>			<b>2</b>			<b>\$6,410.00</b>
8"	T2	1	0	\$520.00		\$520.00
<b>Total 8"</b>			<b>1</b>			<b>\$520.00</b>
<b>Total Large Meters</b>		<b>409</b>				
<b>Total Cost</b>		<b>\$275,000.00</b>				



# Quotation

ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
 Fax 616 241 4786

QUOTE DATE	QUOTE NUMBER
11/21/2024	S105994306
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	1 of 4

QUOTE TO:

SHIP TO:

CITY OF GRAND HAVEN CITY HALL  
 519 WASHINGTON AVE  
 GRAND HAVEN, MI 49417-1486

CITY OF GRAND HAVEN  
 1120 JACKSON  
 GRAND HAVEN, MI 49417-1454

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1136	METER CHAMBER/REG QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	MUSK	NET 25TH	11/24/2024	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
21ea	^SENSUS OMNI+ C2 - 1-1/2" #005B 1 GAL REG TRPL 20FT CABL & 1 GAL PULSE 20FT CABLE *** C1XKXXBG1T0XXSD *** *Nonstock - Restock Policy Applies* Pn: 703900	520.000/ea	10920.00	
26ea	SENSUS OMNI+ C2 - 1-1/2" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE ***C1X9XX2GXA0XXSD*** Pn: 661489	1130.000/ea	29380.00	
70ea	SENSUS OMNI+ T2 - 1-1/2" #005B 1 GAL REG TRPL 20FT CABL *** T1XKXX2GXA0XXSD *** *Nonstock - Restock Policy Applies* Pn: 840363	520.000/ea	36400.00	
36ea	SENSUS OMNI+ T2 - 1-1/2" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE ***T1X9XX2GXA0XXSD*** Pn: 581403	775.000/ea	27900.00	

\*\* Continued on Next Page \*

Subtotal  
 S&H Charges

Amount Due

THIS QUOTE HAS BEEN PREPARED BASED ON OUR INTERPRETATION OF THE PROJECT DOCUMENTS PROVIDED. WE RESERVE THE RIGHT TO REVIEW AND AMEND QUOTATION PRICES IN THE EVENT PROJECT DOCUMENTS PROVIDED ARE INCOMPLETE, UNCLEAR OR CONTAIN CONFLICTING INFORMATION.

Prices are firm for 3 days. Price subject to change after 3 days.



ETNA SUPPLY - GRAND RAPIDS  
 4901 CLAY AVENUE SW  
 GRAND RAPIDS, MI 49548-3038  
 616 241 5414  
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# Quotation

QUOTE DATE	QUOTE NUMBER
11/21/2024	S105994306
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	2 of 4

QUOTE TO:

SHIP TO:

CITY OF GRAND HAVEN CITY HALL  
 519 WASHINGTON AVE  
 GRAND HAVEN, MI 49417-1486

CITY OF GRAND HAVEN  
 1120 JACKSON  
 GRAND HAVEN, MI 49417-1454

CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1136	METER CHAMBER/REG QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	MUSK	NET 25TH	11/24/2024	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
140ea	SENSUS OMNI+ C2 - 2" #005B 1 GAL REG TRPL 20FT CABL *** C2XKXX2GXA0XXSD *** *Nonstock - Restock Policy Applies* Pn: 850685	520.000/ea	72800.00	
36ea	SENSUS OMNI+ C2 - 2" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE ***C2X9XX2GXA0XXSD*** Pn: 661494	1155.000/ea	41580.00	
38ea	SENSUS OMNI+ T2 - 2" #005B 1 GAL REG TRPL 20FT CABL *** T2XKXX2GXA0XXSD *** *Nonstock - Restock Policy Applies* Pn: 704145	520.000/ea	19760.00	
26ea	SENSUS OMNI+ T2 - 2" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE ***T2X9XX2GXA0XXSD*** Pn: 326209	795.000/ea	20670.00	
2ea	SENSUS OMNI+ T2 - 3" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE *** T3X9XX2GXA0XXSD *** Pn: 354765	1145.000/ea	2290.00	

\*\* Continued on Next Page \*

Subtotal	
S&H Charges	
Amount Due	

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# Quotation

QUOTE DATE	QUOTE NUMBER
11/21/2024	S105994306
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	3 of 4

QUOTE TO:

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CITY OF GRAND HAVEN  
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CUSTOMER NUMBER	JOB NAME / PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
1136	METER CHAMBER/REG QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	MUSK	NET 25TH	11/24/2024	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
8ea	^SENSUS OMNI+ C2 - 4" #005B 1 GALLON REG TRPL 20FT CABL *** C4XKXX2GXT0XXSD *** *Nonstock - Restock Policy Applies* Pn: 718688	520.000/ea	4160.00	
2ea	^SENSUS OMNI+ T2 - 4" #005B 1 GAL REG TRPL 20FT CABLE *** T4XKXX2GXR0XXSD *** *Nonstock - Restock Policy Applies* Pn: 696152	520.000/ea	1040.00	
1ea	^SENSUS OMNI+ T2 - 4" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE *** T4X9XX2GXS0XXSD *** *Nonstock - Restock Policy Applies* Pn: 626315	1170.000/ea	1170.00	
2ea	^SENSUS OMNI+ C2 - 6" #018A 1 GAL MEASURING CHAMBER ASSY TRPL 20FT CABLE ***C6X9XX2GXR0XXSD*** Pn: 715689	3205.000/ea	6410.00	

\*\* Continued on Next Page \*

Subtotal  
 S&H Charges

Amount Due

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# Quotation

QUOTE DATE	QUOTE NUMBER
11/21/2024	S105994306
ETNA SUPPLY PO BOX 772107 DETROIT, MI 48277-2107 P-616 248 9182 F-616 245 9940	PAGE NO.
	4 of 4

ETNA SUPPLY - GRAND RAPIDS  
4901 CLAY AVENUE SW  
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QUOTE TO:

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519 WASHINGTON AVE  
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1136	METER CHAMBER/REG QUOTE		Kevin Dieleman	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT EXEMPT
Dalton Potgeter	MUSK	NET 25TH	11/24/2024	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
1ea	^SENSUS OMNI+ T2 - 8" #005B 1 GALLON REG TRPL 20FT CABL *** T6KXX2GXT0XXSD *** *Nonstock - Restock Policy Applies* Pn: 699296	520.000/ea	520.00	

This Quotation is expressly conditioned and controlled by Seller's standard terms and conditions of sale found at [www.etnasupply.com/tcsale](http://www.etnasupply.com/tcsale). All other terms are expressly rejected. To the extent there is a conflict between any of the terms appearing on the face of this Quotation and ETNA's Standard Terms, the terms appearing on the face of the Quotation control. TAXES ARE NOT INCLUDED ON THIS QUOTE!

Subtotal	275000.00
S&H Charges	0.00
Amount Due	275000.00

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Prices are firm for 3 days. Price subject to change after 3 days.

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



**MEMORANDUM**

TO: Ashley Latsch – City Manager

CC: Derek Gajdos- Public Works Director  
Dana Kollewehr- Deputy Public Works Director

FROM: Brian Jarosz- Waterfront and Events Manager

DATE: November 21, 2024

SUBJECT: Grand Haven Municipal Marina- 2025 Seasonal Slip Contracts

---

The Grand Haven Municipal Marina Seasonal Slips are updated yearly due to a rotation of occupants and yearly update of pricing from the DNR. The DNR did not choose to alter boat slip rates for the 2025 season. There are 10 contracts for the 2025 season, with 3 new occupants and 7 returning occupants.

City staff is recommending that City Council approve these contracts and authorize the Mayor and Clerk to execute any necessary documentation.

## Memorandum

To: Ashley Latsch, City Manager

From: Amanda Burnett, Human Resources Manager

Date: December 2, 2024

Subject: PA 152



PA 152, also known as “Publically Funded Health Insurance Contribution Act” was signed into law in 2011. This Act imposes limits or “caps” on the amount public employers can pay towards employee medical benefit plans. This includes employer payments towards insurance premiums, flexible spending accounts, and health savings accounts (HSA). City Council must take action annually whether to implement the criteria or exempt the City at this time. There are three routes to be compliant with PA 152:

1. Adopt “Hard Caps” option which limits the employer’s total annual health care costs based on coverage levels. The Hard Caps for 2025 are:
  - a. \$7,718.26 for employee only coverage
  - b. \$16,141.28 for two-person coverage
  - c. \$21,049.85 for family coverage
2. Adopt 80%/20% option where the employer’s share of the costs is not more than 80%, requiring a majority vote
3. Exemption option where City Council can exempt itself from the previous two options by an annual vote passed by 2/3 majority

The City’s health care costs for 2025 are:

- a. \$8,235.11 for employee only coverage
- b. \$19,764.27 for two-person coverage
- c. \$24,704.46 for family coverage

The City is over the hard cap amounts.

The City of Grand Haven is self-funded, which means taxpayers pay for each claim cost plus an administrative fee for the plan. To set premiums for the plans, historical claims data and future projections are used to set an “illustrative rate”. Brown & Brown, our insurance broker, and Blue Cross Blue Shield of Michigan help us determine an illustrative rate every year. If the illustrative rate is properly set, the health fund will be able to cover the claims cost and administrative fees without having a large fund balance. The Health Fund does maintain a fund balance of about \$1.5 million to absorb the ebbs and flows of health costs. If the health fund becomes overfunded, then the illustrative rate is then lowered for the following year. The opposite is also true; if the health fund is too low, then illustrative rates will be increased the following year. Employees will pay 5% of the illustrative rate premium for 2025.

PA 152 was enacted to require more oversight of benefits and to increase transparency. By being self-funded, we have already taken on additional risk to maintain low costs for tax payers. By bringing the PA 152 resolution annually to City Council, it allows for the utmost transparency on the costs of employee benefits. Additional health programs have been implemented to further mitigate health claims:

- Preventative health services (coverage before deductibles are met) encourage members to visit their doctor before health issues become more costly
- Livongo pairs members with a health coach and a weight scale to promote healthy eating and living and to encourage exercise and supports diabetic members by providing diabetic testing supplies and a health coach
- Blue Rewards incentives members to “shop” for services and choose lower cost providers
- Telehealth which connects members with a medical doctor or mental health professional within minutes at a fraction of the cost
- Hinge Health provides virtual physical therapy to help prevent and provide care for musculoskeletal injury’s

Benefits, including healthcare, is one of the most enticing ways to retain and recruit great talent. The City is doing a great job at tackling health costs while protecting employees and their families. We will continue to be wise stewards of the funds we have been entrusted with by the citizens of Grand Haven. It is recommended that the City exempts itself from PA 152 for plan year 2025. Management will continue to monitor costs and present this information to Council annually.



Grand Haven  
Coast Guard City USA

# PA 152

# Public Employer Contributions to Medical Benefit Plans

City Council  
November, 2024

# Agenda

- PA 152 of 2011, Opt Out on Healthcare Cost

# 2011 Public Act 152 - Publicly Funded Health Insurance Contribution Act

- Adopted by the Legislature and signed into law by the Governor as Act 152 of 2011.
- The Act caps the amount a public employer, including cities, may pay for employee health care insurance.
- Required public employees to be responsible for a larger portion of their health care cost after September 1, 2012.

# PA 152 Components

- The City has three options:
  - Comply with PA 152 and limit expenditures on health care cost based on a schedule of dollars provided in the Act using the Hard Cap as updated annually every April; or
  - Limit expenditures on health care cost based on a 80/20 percentage split, requiring a majority vote; or
  - Exempt itself entirely from the Act & choose some other percentage of Premium sharing, requiring a 2/3 vote.



# Alternatives to PA 152

In the past, the City has exempted itself from PA 152 in the past, and to do so in 2024 for 2025, they must do so by a 2/3rds vote.

	<b>Employer Annual</b>	<b>2025 PA 152</b>	<b>Over / Under</b>
Single	\$8,235.11	\$7,718.26	\$516.85
2 Person	\$19,764.27	\$16,141.28	\$3,622.99
Family	\$24,705.46	\$21,049.85	\$3,655.61

PA 152 State Hard Cap Numbers for 2025 finalized and reflected in chart above.

Union Contracts stipulate % of healthcare cost, contracts would have to be modified to change to another method.

Resolution included.

Amount above does not include the City’s Opt Out Benefit. Should the City decide to move under the Hard Cap or 80/20 in the future, we will have to include the annual opt out amount of opt out for the calculations if we do not verify that outside coverage is eligible for opt out payments. Current payments for opting out are as follows:

- Eligible for family, but elect no coverage: \$1,500
- Eligible for two-person, but elect no coverage: \$1,050
- Eligible for two-person, but elect two-person or single coverage: \$750

# 2011 Public Act 152 – Publicly Funded Health Insurance Contribution Act

- The City needs to exempt itself from Michigan’s 2011 Public Act 152.
- Recommendation to pass the resolution for exemption of 2011 Public Act 152 as set forth in 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act. Resolution was passed in 2021 for 2022, 2022 for 2023, and most recently in 2023 for 2024.
- Resolution must be passed by a 2/3rds vote in order to be considered valid for 2024 plan year prior to January 1, 2025.
- Resolution needs to be passed annually prior to the upcoming benefit plan year.

Thank you

**RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION  
AS SET FORTH IN 2011 PUBLIC ACT 152,  
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

**WHEREAS**, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

**WHEREAS**, the Act contains three options for complying with the requirements of the act;

**WHEREAS**, the three options are as follows:

- 1) Section 3 - “Hard Caps” Option - limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - “80%/20%” Option - limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - “Exemption” Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

**WHEREAS**, the City of Grand Haven has decided to adopt the annual Exemption option as its choice of compliance under the Act;

**NOW, THEREFORE, BE IT RESOLVED** the City of Grand Haven of Grand Haven, Michigan elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2025 through December 31, 2025.

Upon a call of the roll, the vote was as follows:

Ayes:  
Nays:  
Absent:

RESOLUTION DECLARED ADOPTED.

---

Maria Boersma, City Clerk  
City of Grand Haven

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of City of Grand Haven, County of Ottawa, Michigan, at a regular meeting held on December 2, 2024, and that public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature on December 2, 2024.

---

Maria Boersma, City Clerk  
City of Grand Haven

# **Attachment C**

# CITY OF GRAND HAVEN

## Planning Department

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



TO: Ashley Latsch, City Manager  
FROM: Brian Urquhart, City Planner  
DATE: November 22, 2024  
SUBJECT: Grand Landing Planned Development Amendment

Blake Becall of Elite Hospitality Group has submitted a request to develop vacant property east of Miller Dr. and north of Adams St. (parcels #70-03-21-100-013; 014; 015; 016) into a hotel. The Grand Landing PD has always included plans for a hotel since the original submittal in 2006. However due to the relocation and size increase of the hotel, the Planning Commission determined at their July 23<sup>rd</sup> special meeting the changes are considered major, prompting the review and approval as the original application.

Elite Hospitality Group is requesting to relocate the hotel towards the east on the parcel with a building orientation of east-west. The hotel will feature two patios and an outdoor lounge, and 332 total parking spaces. A dumpster is planned near the southwest corner of the parking lot. The preliminary hotel plans call for mixture of exterior material colors, with various architectural features and building articulation. The final design of the hotel can be refined during final development plan review. Utilities, lighting, landscaping, public benefit, and storm water management can be evaluated as part of the final development plan review by the Planning Commission.

### Summary of proposed changes:

- 4-story extended stay hotel
- 332 total parking spaces
- Dumpster and enclosure near southwest corner of property

### Public Hearing & Planning Commission Recommendation

The Planning Commission held the public hearing on October 8, 2024. The Planning Commission voted 7-0 to recommend approval of the project, with the following conditions:

1. The project will be constructed in 1 phase.
2. Signage requirements shall match the requirements of the Commercial District.

Enclosed is the proposed PD ordinance, October 8<sup>th</sup> Planning Commission meeting minutes, proposed preliminary development plan, elevation drawings, conceptual design.

# PLANNED DEVELOPMENT APPLICATION

Planning Department, City of Grand Haven  
519 Washington Avenue, Grand Haven, MI 49417  
Phone: (616) 935-3276 Website: [www.grandhaven.org](http://www.grandhaven.org)

## 1. Project Information

Address/location of property: V/L 0 Adams Avenue Grand Haven, MI 49417  
Name of Development: Grand Landing Development  
Parcel #: \_\_\_\_\_ Current Zoning District: Planned Development  
Current Use: Vacant Land Proposed Use: Hospitality  
Area in Acres: 4.7 acres Zoning of adjacent properties: \_\_\_\_\_

## 2. Applicant

Name: Blake Bacall  
Company: Spartan Hospitality LLC  
Address: 2129 Orchard Lake Rd  
Sylvan Lake MI 48320  
Phone #: 248-928-6968  
Email: Blake@elitehospitalitymi.com

## 3. Property Owner

Name: Blake Bacall  
Company: Spartan Hospitality LLC  
Address: 2129 Orchard Lake Rd  
Sylvan Lake MI 48320  
Phone #: 248-928-6968  
Email: Blake@elitehospitalitymi.com

## 4. Required Attachments

- Application (PDF + 5 copies)
- Preliminary Development Plan (PDF + 5 copies)
- Narrative (PDF + 5 copies)
- See Section 40-421.04.D of the City of Grand Haven Zoning Ordinance for additional details

## 5. Fees and Escrow Deposit:

Application Fee: \$750.00 (covers the Rezoning and Preliminary Development Plan review only)

A deposit of \$1,500 shall be collected for all Planning Commission and Zoning Board of Appeals cases where it is expected that costs above staff time and one public hearing publication will be incurred. These expenses include additional public hearing notifications, attorney fees, engineering or surveying fees, or other special studies. Should expenses total more than the deposit, the applicant will be billed by the City for the additional costs, or additional escrow payment shall be required to complete the Planning Commission or Zoning Board of Appeals process. Should expenses total less than the deposit received, excess amounts shall be returned to the applicant.

By signing below, permission is granted for city staff, including Planning Commissioners, to enter the subject property for purpose of gathering information to review this request. In addition, the applicant agrees to perform the described work in accordance with all applicable Sections of the City of Grand Haven Code of Ordinances. Signer will insure that all inspection requests are made a minimum of 24 hours prior to the requested time.

Signature of Applicant: [Signature] Date: 09/18/24

Print Name: Blake Bacall

Signature of Owner: [Signature] Date: 09/18/24

Print Name: Blake Bacall

<i>Office Use Only</i>		
Case #: _____	Date Received: _____	Fee(s): _____





***THE FOLLOWING PAGE IS FOR REFERENCE ONLY  
AND SHOULD NOT BE SUBMITTED WITH YOUR APPLICATION***

The City of Grand Haven Planning Commission meets in a regular session on the second Tuesday of each month at 7:30 p.m. in the City Council Chambers, 519 Washington, Grand Haven, Michigan.

Materials related to requests for Board action, including any required fees, must be filed at the Community Development Department located at 519 Washington Avenue, Grand Haven, Michigan, 49417. Questions may be directed to Brian Urquhart, City Planner, at (616) 935-3276.

Filing requests which are not complete or which are not filed by the meeting deadline, as determined by the City Planner, will not be placed on the agenda of the respective Board meeting, nor will they be considered at the respective Board meeting.

Filing deadlines are established:

- To comply with various Ordinance requirements;
- To permit adequate time for staff to arrange the notice for publication as may be required;
- To permit adequate time for staff to arrange the mailing of notices as may be required;
- To permit adequate time for the Board and staff to review the filed materials.

<b>Filing deadline</b>	<b>Tentative Meeting Date</b>
December 6, 2023	January 9, 2024
January 10, 2024	February 13, 2024
February 7, 2024	March 12, 2024
March 16, 2024	April 9, 2024
April 10, 2024	May 14, 2024
May 8, 2024	June 11, 2024
June 5, 2024	July 9, 2024
July 10, 2024	August 13, 2024
August 7, 2024	September 10, 2024
September 4, 2024	October 8, 2024
October 9, 2024	November 12, 2024
November 6, 2024	December 10, 2024
December 11, 2024	January 14, 2025

*Please note that a Pre-Application Conference is required prior to submission of an application for a Planned Development. See Section 40-421.04 of the City of Grand Haven Zoning Ordinance for the Planned Development application process, submittal requirements, and approval procedures.*





## **Hampton Inn & Home 2 Suites dual brand hotel Grand Haven Development Project Narrative**

Elite Hospitality Group plans to construct a 131-room dual-brand hotel featuring two of Hilton's most prominent brands: Hampton Inn and Home2 Suites by Hilton. Hampton Inn is an upscale limited-service brand that offers complimentary breakfast, free Wi-Fi, pet-friendly rooms, and a fitness center for all guests. Home2 Suites is an extended-stay brand designed for guests staying four nights or more, with suites that include in-room kitchenettes for meal preparation. Home2 Suites also offers the same amenities as Hampton Inn, including complimentary breakfast, free Wi-Fi, pet-friendly suites, and a fitness center.

This dual-brand hotel will have shared lobby space and amenities, providing a cohesive experience for all guests. Elite Hospitality Group believes this combination is perfectly suited for the city of Grand Haven, catering to both short-term visitors and those staying for an extended period.

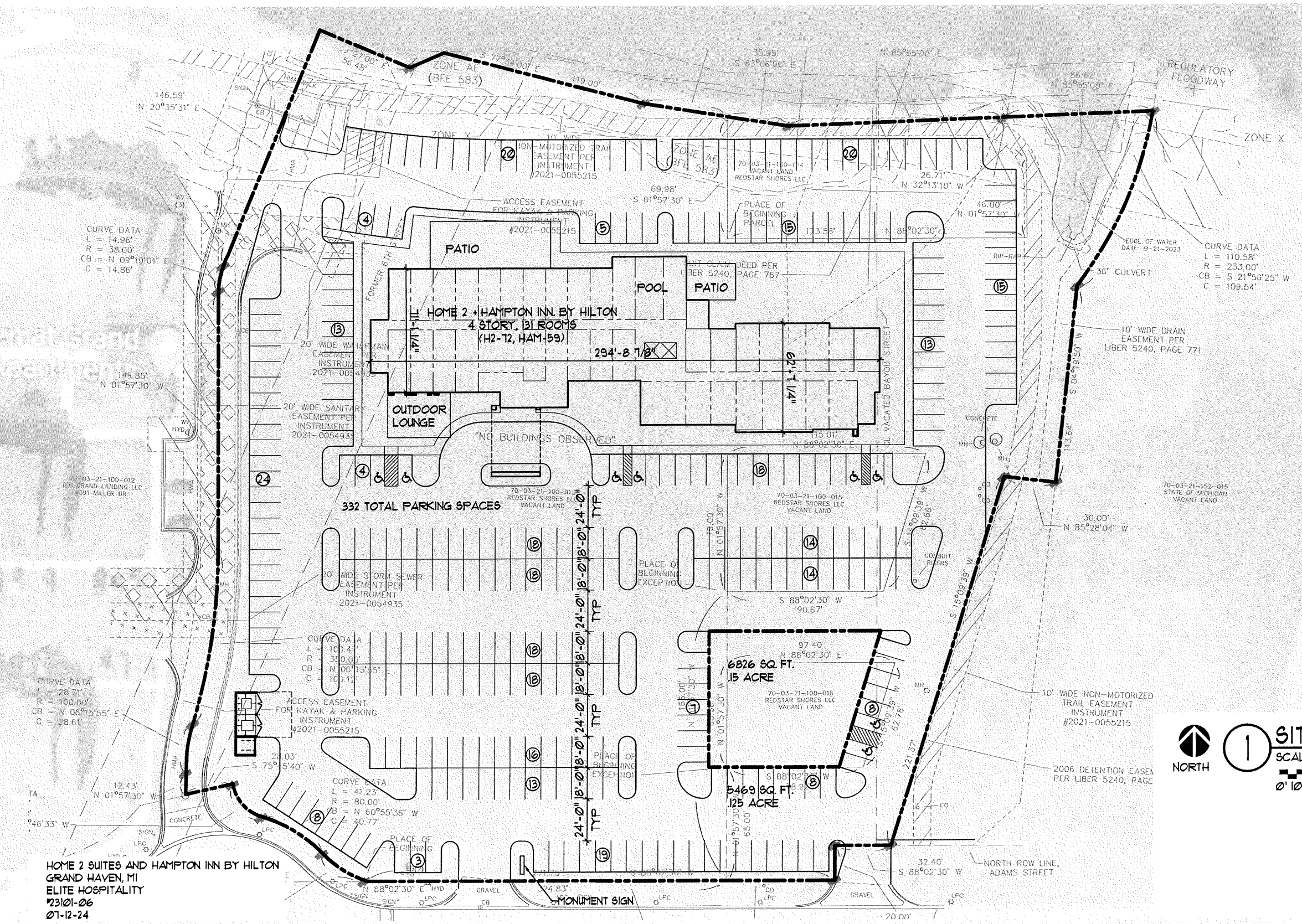
The hotel is strategically positioned to maximize the beautiful views of the Grand River. Elite Hospitality Group, which currently owns and manages the Holiday Inn Spring Lake/Grand Haven, recognizes the importance of providing guests with stunning waterfront views. This new development is a response to the high demand from visitors who truly enjoy visiting the beautiful city of Grand Haven Michigan! Elite believes in the growth of Grand Haven which has only increased year over year !

### **About Elite Hospitality Group:**

Elite Hospitality Group is a hotel development and management company committed to excellence, integrity, and loyalty to our guests, team members, and financial partners. EHG firmly believes in working collaboratively with owners, investors, and associates to create the best possible experience for our guests. Our expertise encompasses every aspect of hospitality, including acquisitions, dispositions,

renovations, finance, construction, planning, development, design, accounting, cost control, and management. Our vision is to achieve maximum results through a unique, driven approach to hospitality management, which has earned EHG numerous industry awards. Since our inception in 1995, Elite has owned over 33 hotels and completed dozens of hotel real estate acquisitions and developments. Today, EHG's portfolio includes 26 hotels, featuring brands such as Hilton, Marriott, IHG, Choice, and Red Roof.

We specialize in operating award-winning limited, extended stay, select, and full-service properties, providing comprehensive management services including development, renovation, and re-positioning for both new and existing properties. Our company emphasizes the highest levels of cleanliness and exceptional property maintenance. To learn more about Elite Hospitality Group please visit our website at [www.elitehospitalitymi.com](http://www.elitehospitalitymi.com)



CURVE DATA  
 L = 14.96'  
 R = 38.00'  
 CB = N 09°19'01" E  
 C = 14.86'

149.85'  
 N 01°57'30" W

70-03-21-100-012  
 100 GRAND LANDING LLC  
 #991 MILLER DR

CURVE DATA  
 L = 28.71'  
 R = 100.00'  
 CB = N 06°15'55" E  
 C = 28.61'

12.43'  
 N 01°57'30" W

HOME 2 SUITES AND HAMPTON INN BY HILTON  
 GRAND HAVEN, MI  
 ELITE HOSPITALITY  
 2310-06  
 07-12-24

CURVE DATA  
 L = 110.58'  
 R = 233.00'  
 CB = S 21°56'25" W  
 C = 109.54'

70-03-21-152-015  
 STATE OF MICHIGAN  
 VACANT LAND

ALSO EXCEPT: The West one-quarter corner along the East side of Adams Street (a 66.00 foot 83°06'00" East 35 West 173.58 feet 1

That part of the one-quarter corner along the East side of Adams Street (a 66.00 foot 83°06'00" East 35 West 173.58 feet 1

That part of the one-quarter corner along the East side of Adams Street (a 66.00 foot 88°02'30" East 115

That part of the one-quarter corner along the East side of Adams Street (a 66.00 foot 88°02'30" East 97.7

To: Blake Bacall  
 Chance Industrial  
 Chicago Title Co

This is to certify the Title Surveys, jointly September 21, 2023.

GIVEN UNDER MY HA

*Signature*

Steven J. Green  
 Professional Surveyor

Item 3 from Table A  
 The described property chance flood Hazard, Insurance Rate Map (

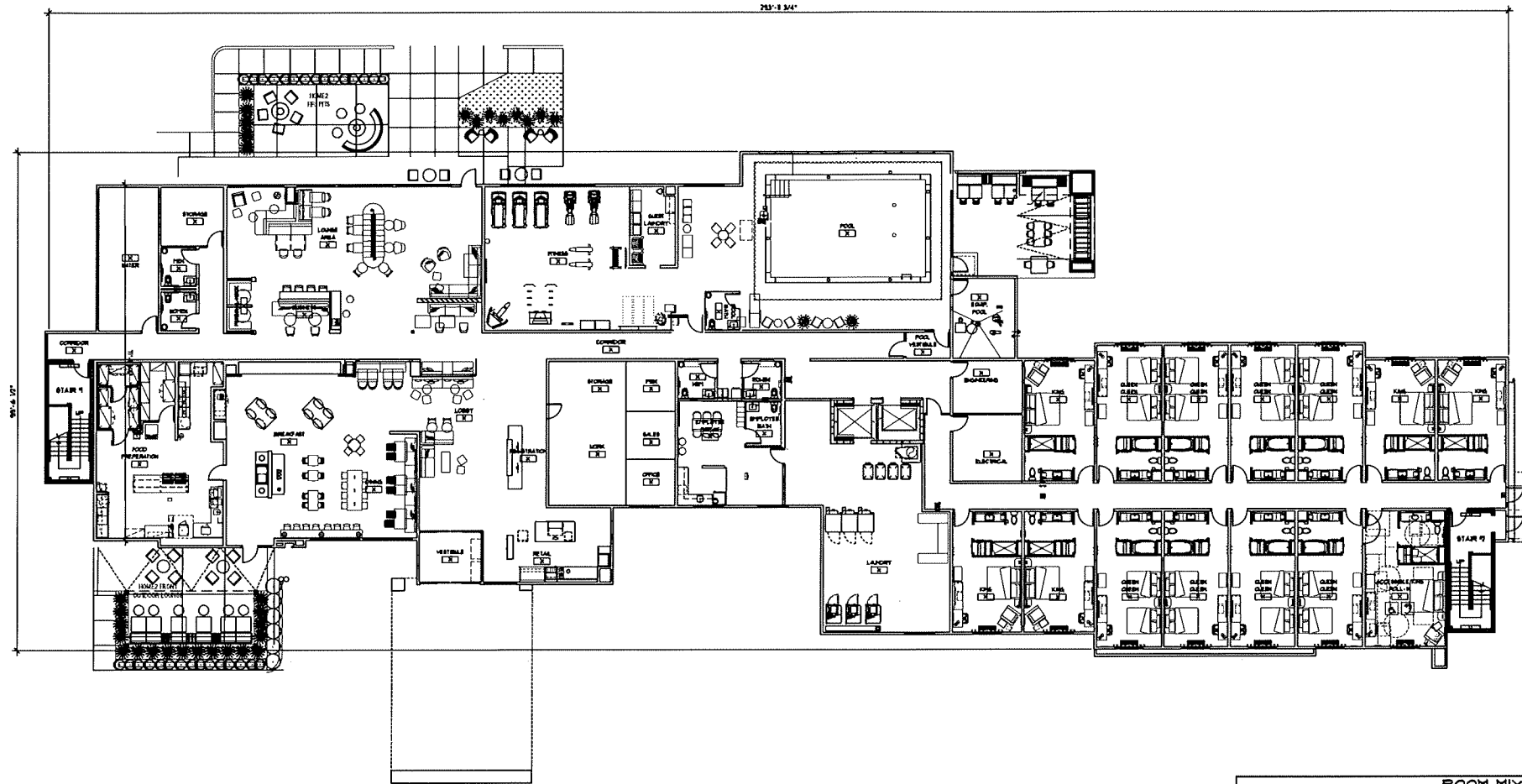
Item 9 from Table A  
 2 Regular Parking Sp

SURVEYOR NOTES

This survey has been, Schedule B, Part II Ex

16. Right(s) of 1 Granted Recorder

**1 SITE PLAN**  
 SCALE: 1" = 50'-0"  
 0' 10' 25' 50'



1 FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

	ROOM MIX				TOTAL	% OF BRAND	% OF TOTAL	SHEET NO.
	1ST	2ND	3RD	4TH				
KING STUDIO	0	14	14	14	42			A3.1
KING STUDIO CONNECTING	0	0	0	0	0	61%	33.6%	A3.1
KING STUDIO ACCESSIBLE	0	1	1	1	3			A3.2
KING ONE BEDROOM	0	1	1	2	4			A3.3
KING ONE BEDROOM ACCESSIBLE ROLL-IN	0	1	1	0	2	8.3%	4.6%	A3.4
KING ONE BEDROOM ACCESSIBLE	0	0	1	1	2			A3.4
QUEEN QUEEN STUDIO	0	1	1	1	3			A3.5
QUEEN QUEEN STUDIO CONNECTING	0	0	0	0	0	30.6%	16.8%	A3.5
QUEEN QUEEN STUDIO ACCESSIBLE	0	0	0	1	1			A3.6
<b>SUB TOTAL</b>	<b>0</b>	<b>24</b>	<b>24</b>	<b>24</b>	<b>72</b>			
KING	5	6	6	6	23			A3.11
KING ACCESSIBLE	0	1	1	0	2	42.4%	13.1%	A3.12
KING ACCESSIBLE ROLL-IN	1	1	0	0	2			A3.12
QUEEN QUEEN	8	8	8	8	32	51.6%	26.0%	A3.13
QUEEN QUEEN ACCESSIBLE	0	0	1	1	2			A3.14
<b>SUB TOTAL</b>	<b>14</b>	<b>15</b>	<b>15</b>	<b>15</b>	<b>59</b>			
<b>TOTAL</b>	<b>14</b>	<b>39</b>	<b>39</b>	<b>39</b>	<b>131</b>			
AREA (SQ FT)	0	0	0	0	0			

ARCHITECTURAL GROUP III  
201 S. Nappanee St. Ellettsville, Indiana 46011-1933 • 574/293-0088  
architecturalgroup3.com



JOB TITLE

Home2 SUITES + HAMPTON INN  
GRAND HAVEN, MI  
A NEW 131 ROOM HOTEL

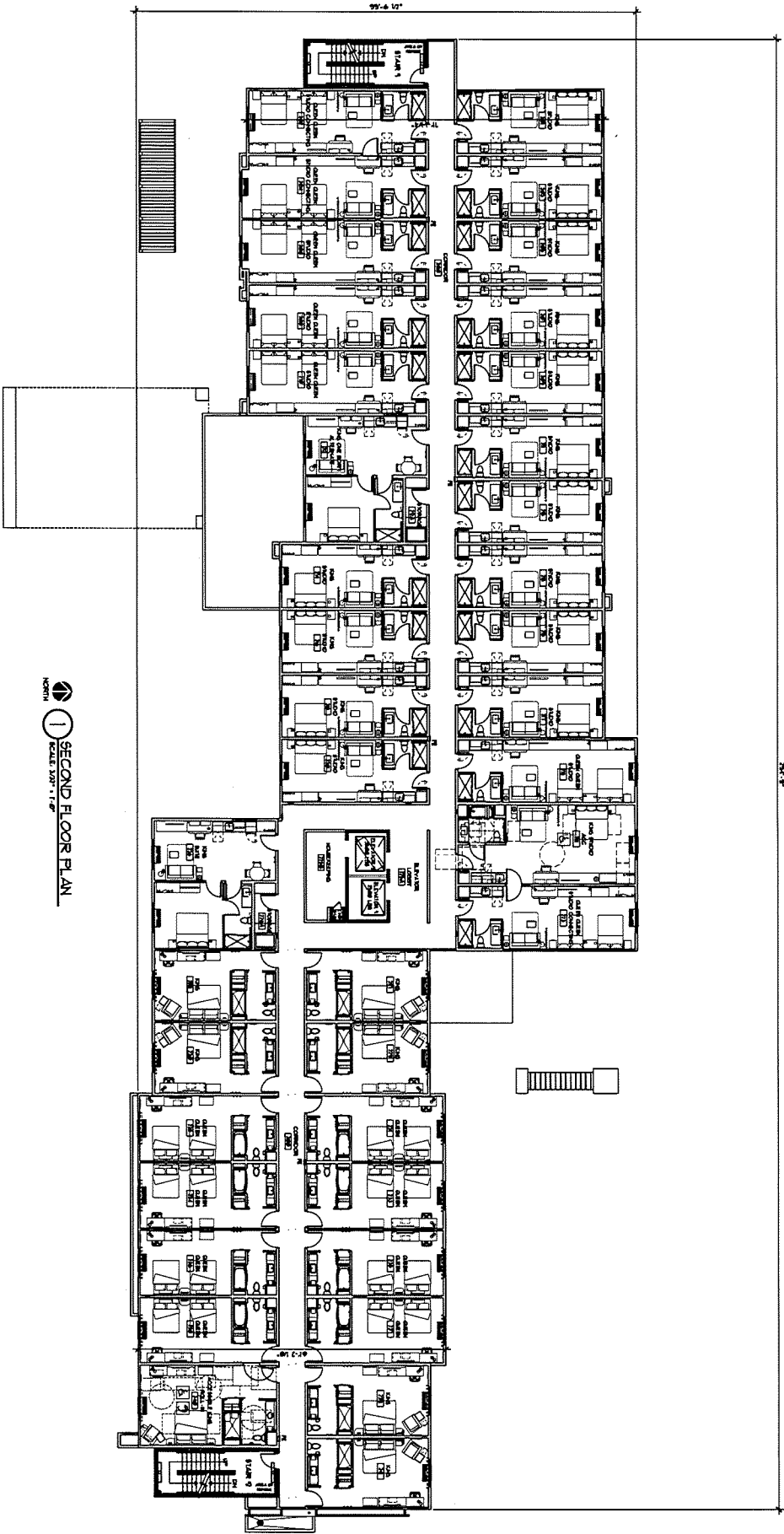
JOB NO.


24112  
DATE  
07/03/24

REVISIONS

SHEET NO.

**A1.1**  
1ST FLOOR  
PLAN




 NORTH  
**1** SECOND FLOOR PLAN

SHEET NO.  
**A1.2**  
 2ND FLOOR  
 PLAN

JOB NO.  
 24112  
 DATE  
 07/05/24  
 REVISIONS

Home2 SUITES + HAMPTON INN  
 GRAND HAVEN, MI  
 A NEW 131 ROOM HOTEL

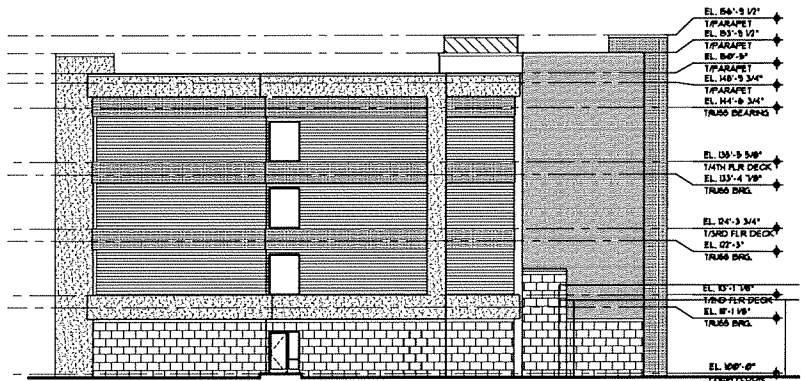
JOB TITLE



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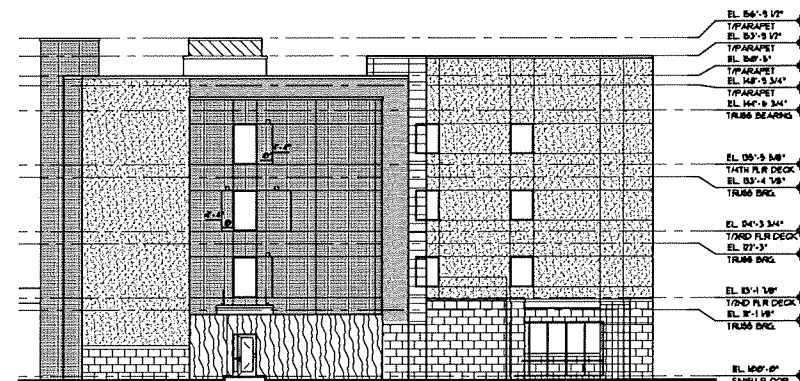
**SOUTH ELEVATION**  
SCALE: 3/32" = 1'-0"



**WEST ELEVATION**  
SCALE: 3/32" = 1'-0"

**EXTERIOR MATERIAL & COLOR CHART**

	HANDIC PLANK FIBER CEMENT LAP BOARD COLOR: LIGHT PEBB
	NORMA FIBER CEMENT BOARD, ILLUMINATION SERIES HORIZONTAL INSTALLATION, 8" x 8" PANELS, WITHOUT SCROLL COLOR: FOG
	DRYVIT EPS SANDPBLE FINE TEXTURE COLOR: 3RD CHINA WHITE
	HEBRON BRICK, MODULAR BRICK, RUNNING BOND COLOR: MEA GRAY 6
	NORMA FIBER CEMENT PANELS, TUFFBLOCK COLOR: STEEL
	DRYVIT EPS SANDPBLE FINE TEXTURE COLOR: 6TH ANTIQUE GRAY
	CRISTO CAST STONE, 8" x 8" x 4" COLOR: ROMA
	DRYVIT EPS, LYTHSTONE TEXTURE COLOR: PANTONE 382 IT
	FIBER CEMENT PANELS COLOR: BENJAMIN MOORE 3661-10 CHAMPION COBALT
	NORMA FIBER CEMENT PANELS & VINTAGEWOOD COLOR: REDWOOD
	WINDOW FRAME: ANODIZED WINDOW GLASS: CLEAR
	C.J. - CONTROL JOINT EXP. J. - EXPANSION JOINT



**EAST ELEVATION**  
SCALE: 3/32" = 1'-0"



**NORTH ELEVATION**  
SCALE: 3/32" = 1'-0"

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**HOME2 SUITES BY HILTI**

**Hampton Inn**

Home2 SUITES + HAMPTON INN  
GRAND HAVEN, MI  
A NEW 131 ROOM HOTEL

JOB TITLE

JOB NO. 24112

DATE 07/03/24

REVISIONS

SHEET NO. **A2.1**  
EXTERIOR ELEVATIONS & NOTES

# Material Selections

Wednesday, June 19, 2024 5:44 PM

HARDIE PLANK FIBER CEMENT LAP SIDING  
COLOR: LIGHT MIST



DRYVIT EIFS, SANDPEBBLE FINE TEXTURE  
COLOR: 618 ANTIQUE GRAY



NICHIHA FIBER-CEMENT SIDING, ILLUMINATION SERIES  
HORIZONTAL INSTALLATION, 18"H x 60"L PANELS, WITHOUT  
SCORE, COLOR: FOG



CUSTOM CAST STONE, 16"x24"  
COLOR: FOSSIL



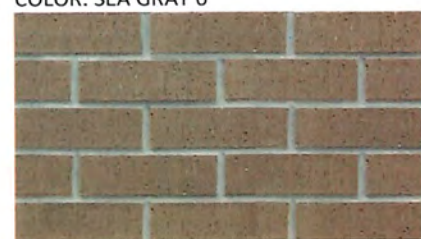
DRYVIT EIFS, SANDPEBBLE FINE TEXTURE  
COLOR: 310 CHINA WHITE



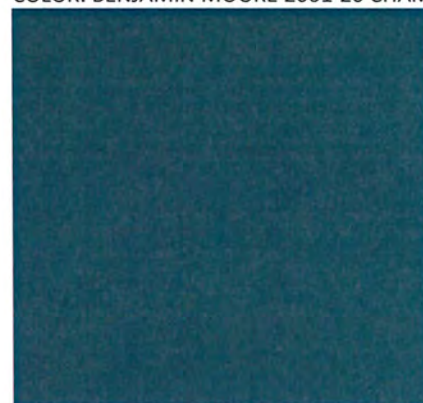
DRYVIT EIFS, LYMESTONE TEXTURE  
COLOR: PANTONE 383 M



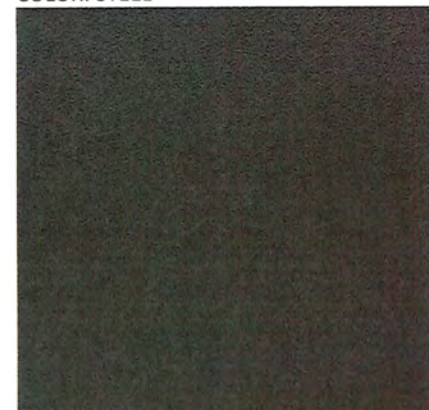
HEBRON BRICK, MODULAR BRICK, RUNNING BOND  
COLOR: SEA GRAY 6



FIBER CEMENT PANELS  
COLOR: BENJAMIN MOORE 2061-20 CHAMPION COBALT



NICHIHA FIBER CEMENT PANELS, TUFFBLOCK  
COLOR: STEEL



NICHIHA FIBER CEMENT PANELS, VINTAGEWOOD  
COLOR: REDWOOD





**Traffic Impact Study**  
**Grand Landing, LLC**  
**Proposed Mixed Use Development**

Prepared for:

Grand Landing, LLC

Prepared by:

Progressive AE  
1811 4 Mile Road NE  
Grand Rapids, MI 49525  
616/361-2664

May 2006

Project No: 59440102/002

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## Executive Summary

A multiple use development including approximately 96,000 square feet of retail space, 45,000 square feet of office space, a 105 room hotel, and several residential uses is proposed on the northwest corner of the Beacon Boulevard (US-31)/Jackson Street intersection in the City of Grand Haven, Michigan. The study area consists of the Beacon Boulevard corridor from the southbound 7th Street cutoff to 0.1 miles north of Jackson Street, as well as Jackson Street from Beacon Boulevard to 6th Street.

The analyses summarized in this report identify current traffic conditions within the study area and an estimate of the conditions that can be expected with future growth including the development of a proposed multiple use development in the City of Grand Haven. The analyses take into account the highest peak traffic periods that typically occur during the week along these sections of Beacon Boulevard and Jackson Street.

In Chapters 2, 3, and 4, the capacity analyses at the two key intersections and three development access points show that some movements will experience peak hour delays under existing, background, and future conditions. To mitigate these delays, a combination of traffic signal timing adjustments and physical road improvements are suggested.

In Chapter 2, under existing conditions, the suggested improvements include traffic signal timing/phasing adjustments and physical road improvements at the Beacon Boulevard/Jackson Street intersection. The physical road improvements on the eastbound approach include the construction of a dual left turn lane, a dedicated through-lane, and a dedicated right-turn lane. These improvements allow all east-west movements to operate at LOS D or better under existing conditions.

In Chapter 3, under background conditions (future traffic volumes without the proposed development in place), the suggested improvements include traffic signal timing adjustments at the Beacon Boulevard/Jackson Street intersection. Again, these improvements will allow all east-west movements to operate at LOS D or better under future background conditions.

In Chapter 4, under future conditions (with the proposed development in place), further improvements at the Beacon Boulevard/Jackson Street intersection will likely not be feasible. The traffic signal timing has been optimized to the extent possible and there is no space to add further laneage to mitigate delays. As a result, the east-west movements will continue to experience peak hour delays under future conditions with the proposed development in place. However, the improvements put in place under existing and background conditions will help to minimize delays and queuing at the intersection. SYNCHRO modeling shows that the 95th percentile maximum queues on the eastbound approach on Jackson Street will be about 350 feet, which is just short of the 6th Street intersection.

ACD-000001 3/16/2006 14:02:15 H:\LEGOU P:\35440002\PL\FIGURE 2.DGN

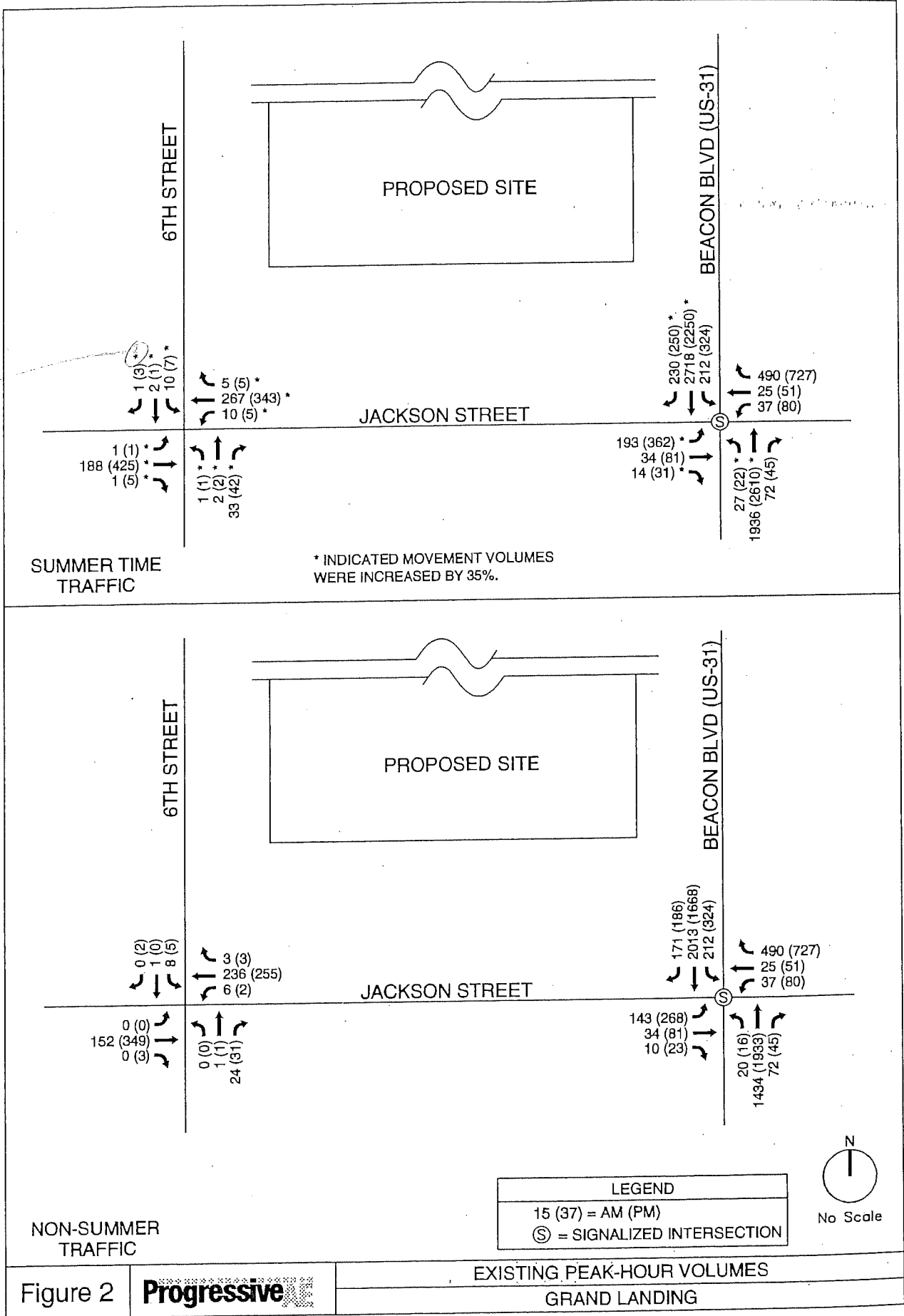


Figure 2

**Progressive**

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## EVALUATION OF EXISTING CONDITIONS

Intersection "level of service" calculations were completed to evaluate the operational efficiency of the two key intersections on Jackson Street. These calculations were completed using techniques outlined in the 2000 Highway Capacity Manual by the Transportation Research Board. SYNCHRO software was used to model the two roadway corridors included with this study. The corridor limits analyzed are as follows:

- Beacon Boulevard (US-31), between 7th Street and the South Channel overpass.
- 6th Street, between Beacon Boulevard and 6th Street.

Level of service (LOS) at signalized and unsignalized intersections relates to the delay, traffic volumes, and intersection geometry. Levels of service are expressed in a range from "A" to "F", with "A" denoting the highest or best operating conditions. Generally, a Level of Service "D" is considered the minimum acceptable service level for signalized intersections in urban areas. The criteria for determining the levels of service at signalized and unsignalized intersections are outlined in the Appendix.

The existing weekday morning and afternoon peak hours were analyzed at the two intersections for both non-summer and summertime conditions. Figure 3 illustrates the results of the level of service calculations under existing conditions for the weekday morning and afternoon peak hours. Copies of the computer analyses are included in the appendix of this report.

The analyses indicate that most turning movements at the intersections operate at LOS D or better. The exceptions are as follows:

### Non-Summer Traffic

- The southbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday morning peak hour under existing non-summer conditions.
- The northbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS E in the weekday afternoon peak hour under existing non-summer conditions.
- The southbound to eastbound left turns at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday afternoon peak hour under existing non-summer conditions.

### Summertime Traffic

- The southbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday morning and afternoon peak hours under existing summertime conditions.
- The southbound left turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday afternoon peak hour under existing summertime conditions.
- The northbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS E and F in the weekday morning and afternoon peak hours, respectively, under existing summertime conditions.
- The eastbound to northbound left turns at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday afternoon peak hour under existing summertime conditions.

## SUGGESTED ROADWAY IMPROVEMENTS

Mitigation for the delays experienced on the north and south approaches at the Beacon Boulevard/Jackson Street intersection will not be discussed in this report. It is our understanding that changes to traffic signal timing on the north-south legs of the intersection will not be allowed by MDOT, in an effort to maintain existing progression. Furthermore, geometric improvements are limited by the presence of the bridge to the north. The only possible mitigation measure left is to divert some of the traffic currently traveling through the intersection to other areas. This is probably not locally feasible due to the limited number of water crossings for the south channel area in Grand Haven. Regionally, the proposed US-31 bypass, if/ when it is completed, may divert some traffic volumes from this area and thus improve the local intersection levels of service for north-south movements in the future.

The delays for eastbound left turn movements at the Beacon Boulevard/Jackson Street intersection can be partially mitigated with signal timing/phasing adjustments. In addition, physical improvements on the eastbound approach will be necessary, as follows:

- An eastbound dual left turn lane and separate eastbound through and right turn lanes should be constructed on Jackson Street at Beacon Boulevard.

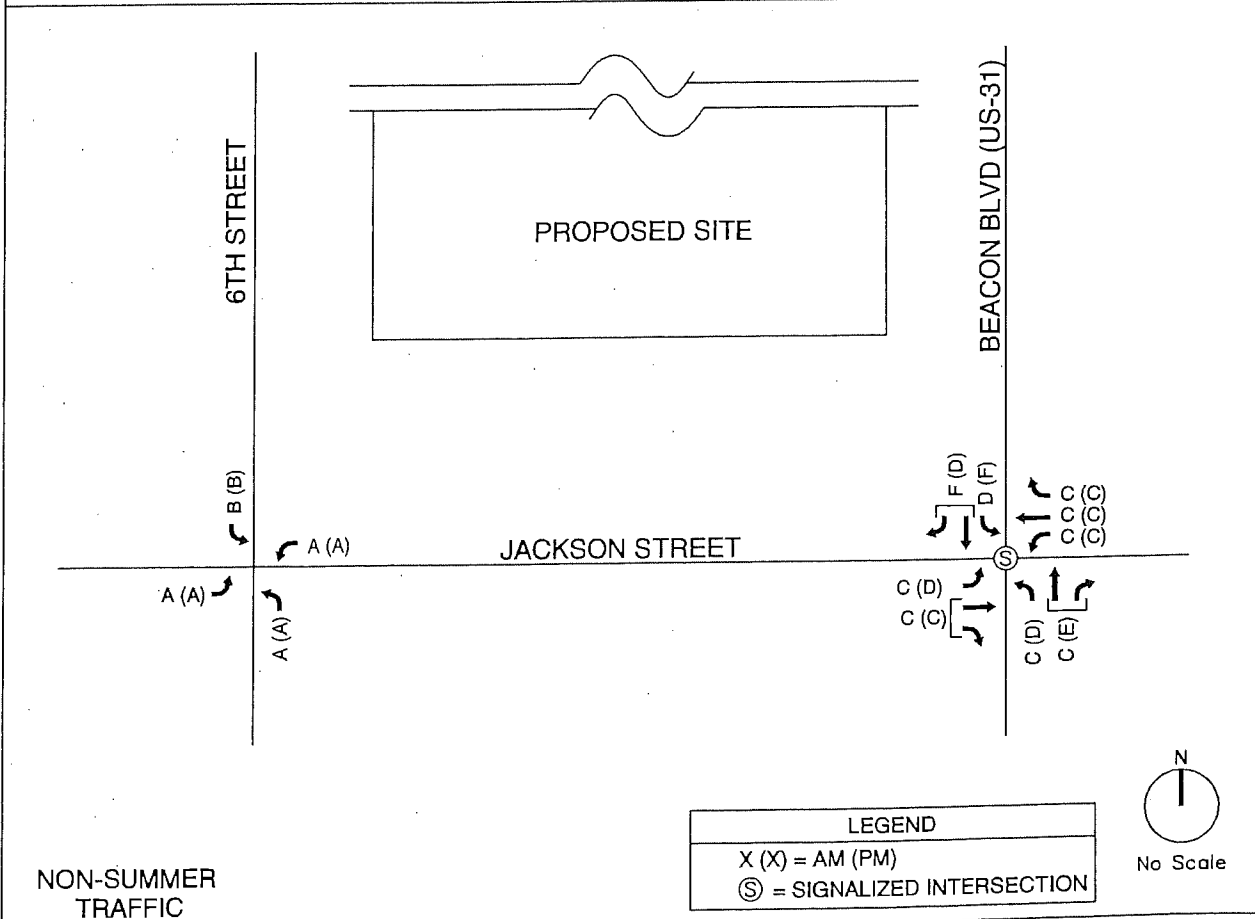
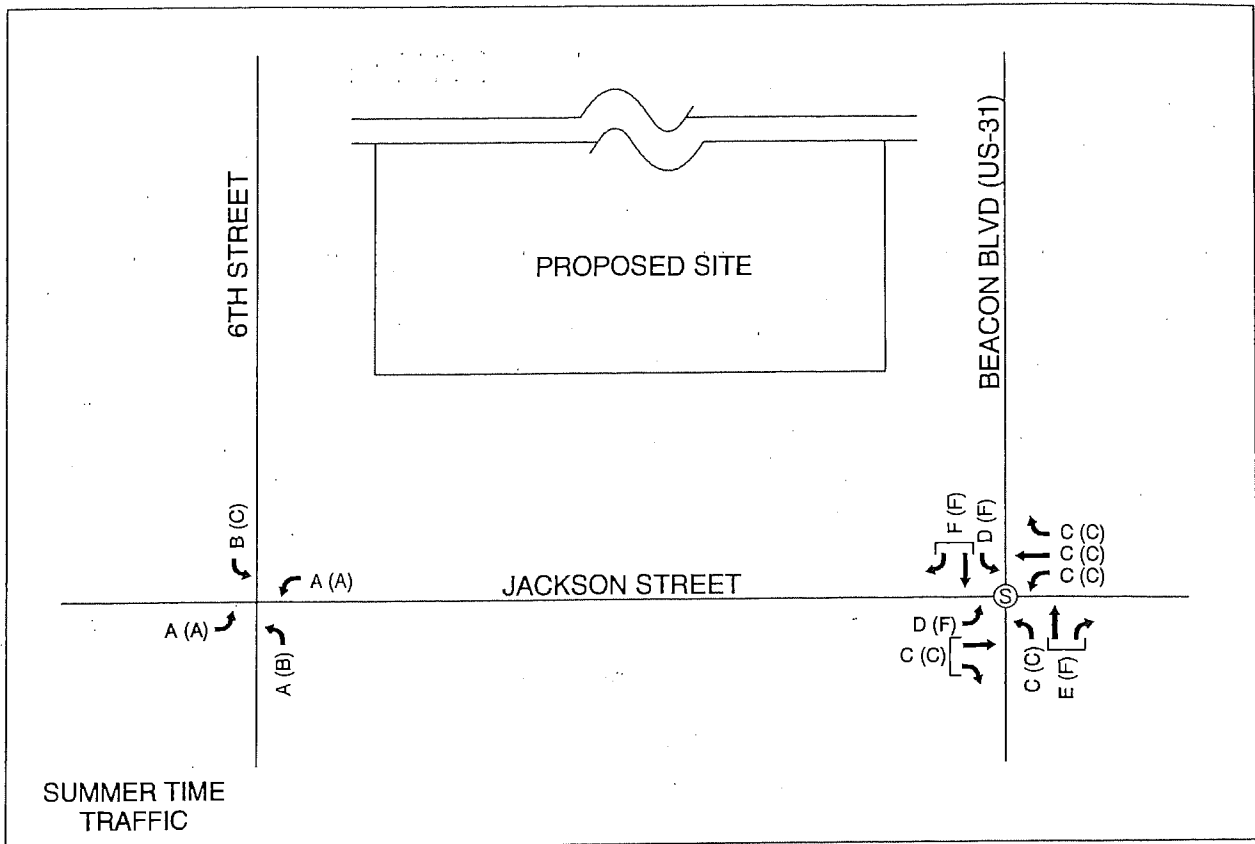
After the above improvements are in place, the analysis shows that all east-west movements at the intersection will operate at LOS D or better.

The following table shows a summary of levels of service and vehicle delays under existing conditions, both before and after suggested roadway improvements are in place.

<b>Table 1</b>									
<b>Beacon Boulevard/Jackson Street Intersection</b>									
<b>Summary of Delays and Levels of Service</b>									
<b>Existing Traffic</b>									
Direction	Movement	AM Peak				PM Peak			
		Non-Summer		Summer		Non-Summer		Summer	
		LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)
Eastbound	Left	C	32.3	D	36.0	D	47.5	F	94.7
	Thru/Right	C	26.8	C	26.9	C	28.4	C	28.6
Westbound	Left	C	27.3	C	27.3	C	29.6	C	29.8
	Thru	C	26.5	C	26.5	C	27.1	C	27.1
	Right	C	27.9	C	27.9	C	31.8	C	31.8
Northbound	Left	C	33.6	C	33.9	C	33.4	C	33.7
	Thru/Right	C	28.9	E	63.9	E	58.5	F	206.5
Southbound	Left	D	48.5	D	48.5	F	102.6	F	102.6
	Thru/Right	F	101.9	F	279.3	D	43.7	F	175.6
<b>Existing Traffic – with suggested roadway improvements</b>									
Eastbound	Left	D	39.3	D	40.9	D	43.9	D	51.1
	Thru	D	45.2	D	45.2	D	54.7	D	54.7
	Right	D	41.5	D	41.6	D	41.7	D	41.8
Westbound	Left	D	38.2	D	38.2	D	41.2	D	41.2
	Thru	D	44.1	D	44.1	D	47.8	D	47.8
	Right	C	29.5	D	34.9	D	35.7	D	35.7
Northbound	Left	C	33.6	C	33.9	C	33.4	C	33.7
	Thru/Right	C	28.9	E	63.9	E	58.5	F	206.5
Southbound	Left	D	48.5	D	48.5	F	102.6	F	102.6
	Thru/Right	F	101.9	F	279.3	D	43.7	F	175.6



PROJ: 00000000 14-021-41 HALLSOU P:\US44\021\PL\TV\FIGURE 3.DWG



LEGEND	
X (X)	= AM (PM)
Ⓢ	= SIGNALIZED INTERSECTION



No Scale

Figure 3



EXISTING PEAK-HOUR LEVELS OF SERVICE  
GRAND LANDING

## Chapter 3

# Future Background Conditions

This chapter examines the expected future operating conditions of the study area roadways for the year 2010 without the proposed multi-use development in place.

### BACKGROUND TRAFFIC

To fully assess the future conditions at any intersection, traffic volume growth factors and/or traffic from other nearby approved/under-construction projects were taken into account. Based on discussions with the City of Grand Haven planning department, there are no new developments planned or under construction in the vicinity of the proposed development.

MDOT directed us to apply a 2 percent per year growth factor to existing volumes.

Background growth traffic was distributed onto the study area intersections. Figure 4 illustrates the expected future peak hour volumes, again during non-summer and summertime periods, without the proposed project in place.

### EVALUATION OF FUTURE BACKGROUND CONDITIONS

Level of service analyses were completed to determine what conditions might be expected in the year 2010 without the proposed development in place. It should be noted that the traffic signal timing and physical improvements recommended under existing conditions are assumed as the base condition for the background analysis. The results of these analyses are illustrated in Figure 5.

The analyses indicate that most turning movements at the intersections continue to operate at LOS D or better. The exceptions are as follows:

#### Non-Summer Traffic

- The southbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F and E in the weekday morning and afternoon peak hours, respectively, under background non-summer conditions.
- The northbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday afternoon peak hour under background non-summer conditions.
- The southbound to eastbound left turns at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday afternoon peak hour under background non-summer conditions.
- The eastbound through movements at the Beacon Boulevard/Jackson Street intersection operate at LOS E in the weekday afternoon peak hour under background non-summer conditions

Summertime Traffic

- The southbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday morning and afternoon peak hours under background summertime conditions.
- The southbound to eastbound left turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday afternoon peak hour under background summertime conditions.
- The northbound through/right turn movements at the Beacon Boulevard/Jackson Street intersection operate at LOS F in the weekday morning and afternoon peak hours under background summertime conditions.
- The eastbound to northbound left turns and the eastbound through movements at the Beacon Boulevard/Jackson Street intersection operate at LOS E in the weekday afternoon peak hour under background summertime conditions.

The following table shows a summary of levels of service and vehicle delays under background conditions, both before and after suggested roadway improvements are in place.

<b>Table 2</b>									
<b>Beacon Boulevard/Jackson Street Intersection</b>									
<b>Summary of Delays and Levels of Service</b>									
<b>Background Traffic (with Mitigation from Existing Condition)</b>									
Direction	Movement	AM Peak				PM Peak			
		Non-Summer		Summer		Non-Summer		Summer	
		LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)
Eastbound	Left	D	39.7	D	41.4	D	45.1	E	55.4
	Thru	D	45.6	D	45.6	E	57.0	E	57.0
	Right	D	41.5	D	41.6	D	41.7	D	41.8
Westbound	Left	D	38.3	D	38.3	D	41.9	D	41.9
	Thru	D	44.3	D	44.3	D	48.6	D	48.6
	Right	C	30.3	D	36.7	D	38.4	D	38.4
Northbound	Left	C	33.7	C	34.0	C	33.4	C	33.7
	Thru/Right	C	30.7	F	97.6	F	90.1	F	257.5
Southbound	Left	D	52.1	D	52.1	F	129.9	F	129.9
	Thru/Right	F	143.0	F	336.9	E	65.6	F	223.5
<b>Background Traffic (With Suggested Roadway Improvements)</b>									
Eastbound	Left	D	38.5	D	40.1	D	43.2	D	50.6
	Thru	D	44.0	D	44.0	D	52.6	D	52.6
	Right	D	40.6	D	40.7	D	40.8	D	40.9
Westbound	Left	D	39.4	D	39.4	D	43.5	D	43.5
	Thru	D	45.9	D	45.9	D	51.6	D	51.6
	Right	C	31.1	C	31.1	D	40.1	D	40.1
Northbound	Left	C	33.7	C	34.0	C	33.4	C	33.7
	Thru/Right	C	30.7	F	97.6	F	90.1	F	257.5
Southbound	Left	D	52.1	D	52.1	F	129.9	F	129.9
	Thru/Right	F	143.0	F	336.9	E	65.6	F	223.5

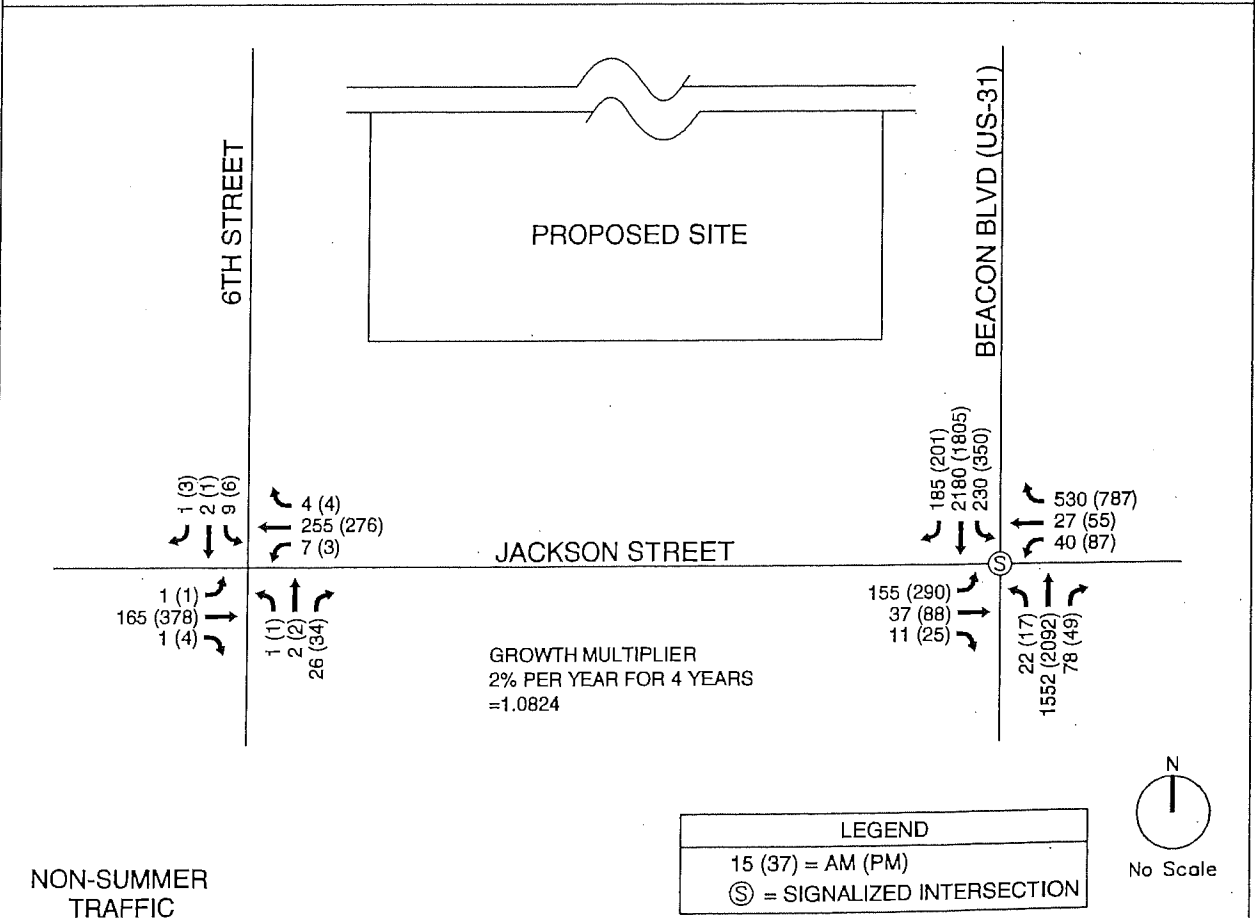
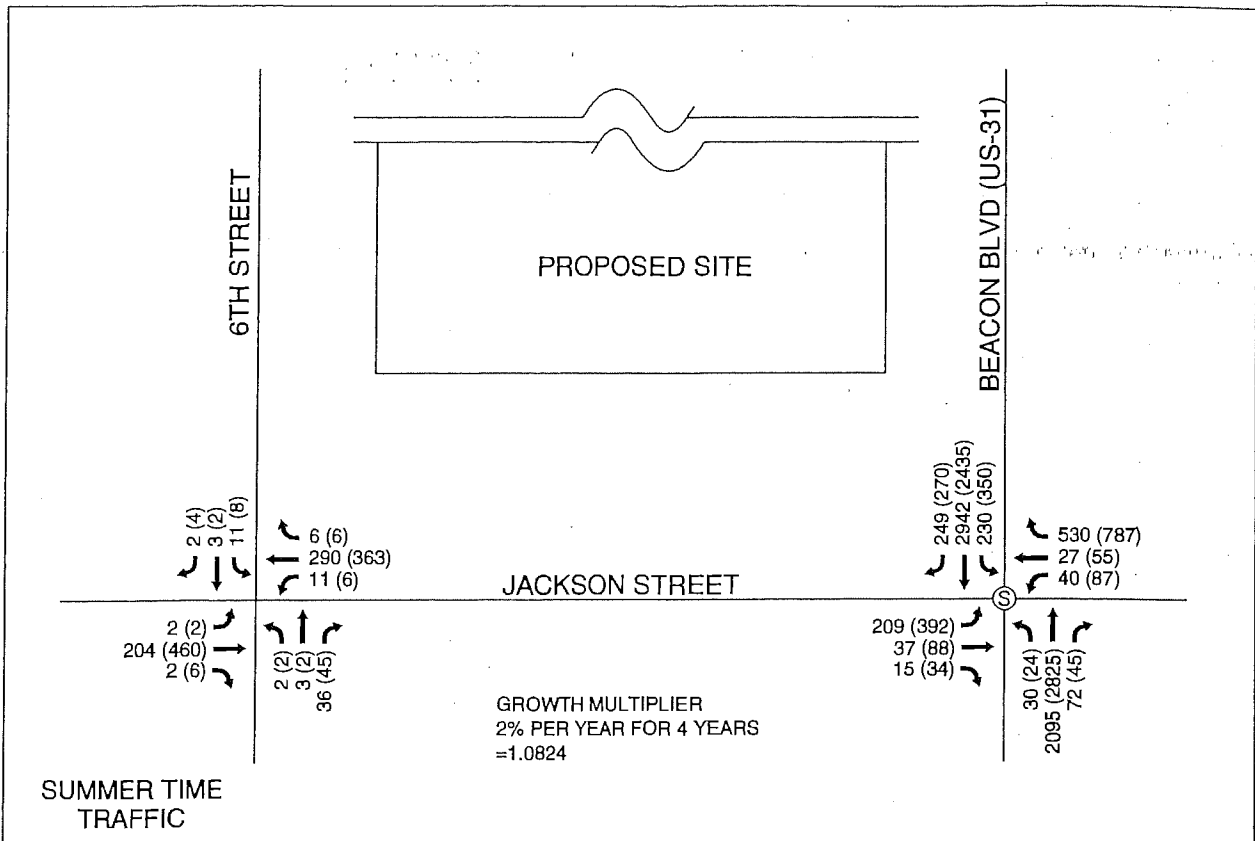
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## SUGGESTED ROADWAY IMPROVEMENTS

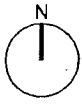
As stated under the existing conditions analysis, mitigation for the delays experienced on the north and south approaches at the Beacon Boulevard/Jackson Street intersection will not be discussed in this report. Please refer to the Suggested Roadway Improvements under Chapter 2 for further information.

- The delays for eastbound movements at the Beacon Boulevard/Jackson Street intersection can be mitigated with minor signal timing adjustments.

After the above improvements are in place, the analysis shows that all east-west movements at the intersection will operate at LOS D or better.



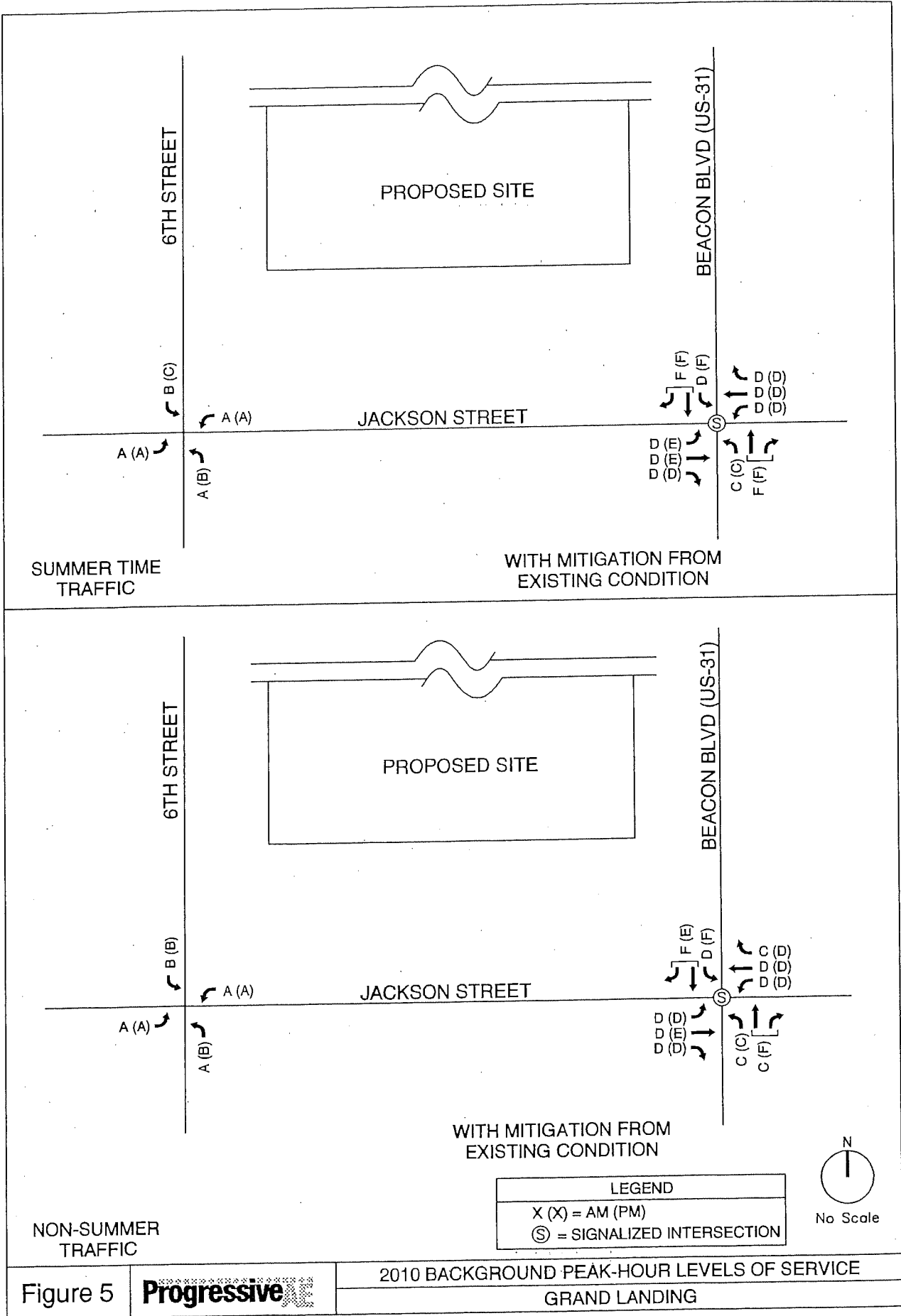
LEGEND	
15 (37)	= AM (PM)
Ⓢ	= SIGNALIZED INTERSECTION



No Scale

Figure 4 **Progressive** 2010 BACKGROUND PEAK-HOUR VOLUMES GRAND LANDING

PROJECT NO. 5/22/2008 10/42/42 HALECOU P:\5844\02\1A.T\FIGURE 3.DGN



## Chapter 4

### Future Conditions

The purpose of this chapter is to summarize the expected future traffic conditions within the study area with the proposed multi-use development in place. If applicable, it will outline any additional roadway improvements that will be needed to accommodate project traffic during peak hours.

#### SITE ACCESS

As stated above, the proposed site plan includes three approaches, one approach intersecting Beacon Boulevard, one approach on 6th Street intersecting Jackson Street, and one approach from the west where Adams Street will be extended to intersect Third Street.

#### TRIP GENERATION

The trips that will be generated by the proposed uses were forecast based upon information contained in Trip Generation, Seventh Edition, by the Institute of Transportation Engineers. The data contained in this manual provides trip generation rates for many land uses and is based upon thousands of surveys completed throughout the country.

Based upon the information in the Trip Generation manual, the proposed project components are expected to generate approximately 499 new weekday morning peak-hour trips and 746 new weekday afternoon peak-hour trips onto the study area roadway system. Tables 3 and 4 summarize the trip generation analyses, assumed internal capture, and the assumed pass-by percentages used based upon the proposed uses.

It should be noted that since this large development has a variety of uses, it is likely that some of the traffic generated by various uses will be coming into the site and stop at more than one shop before leaving. This traffic is considered as internally captured, which reduces the overall new traffic entering and leaving the site. This internal capture traffic was taken into account in this analysis by reducing the total commercial trips by 10 percent. The resulting "Net" trips are shown in the following tables.

**Table 3**  
**Proposed Project Trip Generation – AM Peak**

Land Use	ITE Code	Size	Weekday AM Peak-Hour Trips						
			10% Capture		Net	New <sup>(1)</sup>		Pass-by <sup>(2)</sup>	
			Total <sup>(1)</sup>			In	Out	In	Out
Apartments (Lofts)	220	56 Units	32	0	32	7	25	0	0
Condos/Townhouses	230	94 Units	50	0	50	9	41	0	0
Hotel	310	105 Rooms	53	0	53	31	22	0	0
Office Building	710	45,000 SF	100	0	100	88	12	0	0
Shopping Center	820	71,000 SF	128	13	115	47	22	23	23
Sit Down Restaurants	932	25,000 SF	288	29	259	103	92	32	32
Totals =			651	42	609	285	214	55	55

**Table 4**  
**Proposed Project Trip Generation – PM Peak**

Land Use	ITE Code	Size	Weekday PM Peak-Hour Trips						
			10% Capture		Net	New <sup>(1)</sup>		Pass-by <sup>(2)</sup>	
			Total <sup>(1)</sup>			In	Out	In	Out
Apartments (Lofts)	220	56 Units	49	0	49	32	17	0	0
Condos/Townhouses	230	94 Units	58	0	58	39	19	0	0
Hotel	310	105 Rooms	57	0	57	28	29	0	0
Office Building	710	45,000 SF	130	0	130	22	108	0	0
Shopping Center	820	71,000 SF	500	50	450	126	144	90	90
Sit Down Restaurants	932	25,000 SF	273	27	246	118	64	32	32
Totals =			1067	77	990	365	381	122	122

**TRIP DISTRIBUTION**

The directional distribution of project-generated traffic was based upon existing travel patterns in the area with adjustments based on the likely direction that users will be drawn from. The expected directional distribution to/from the proposed development is approximately as follows:

Weekday Morning and Afternoon Peak Hours

- South on Beacon Boulevard: 40%
- North on Beacon Boulevard: 35%
- West on Jackson Street: 15%
- East on Jackson Street: 10%

Based upon the above distribution patterns, the forecast peak-hour project traffic was assigned to the project access points and the adjacent roadway system. Figure 6 shows the expected trip assignment of site-generated traffic.

Note that there is no distinction made between summertime and non-summer traffic for site generation traffic. Though there would likely be some seasonal variation for the site generated traffic volumes for this site, this information is not available in the ITE Trip Generation Manual and so the same site generated volumes were used for both non-summer and summertime traffic analyses.

1 "New" trips added to roadway system, "Total" is volume at site driveways.

2 Conservative pass-by percentages used; 25% for Restaurants and 40% for Shopping Center.



ARCHDWAY: 5/16/2008 15:06:41 H:\LEGOJ P\US4\0702\PL T\FIGURE 6.DWG

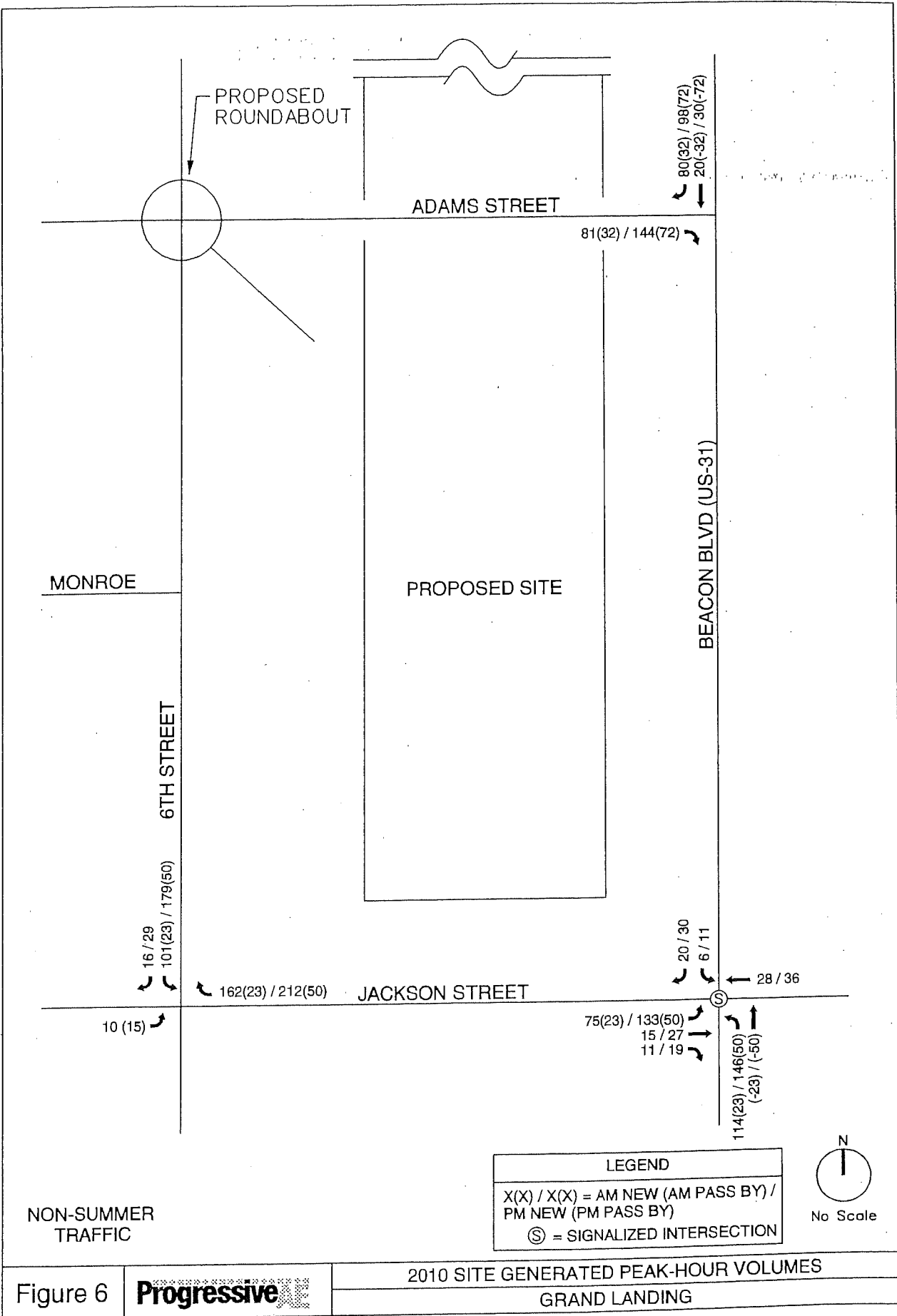


Figure 6



2010 SITE GENERATED PEAK-HOUR VOLUMES  
GRAND LANDING

## EVALUATION OF FUTURE CONDITIONS

The forecast project trips were added to the expected year 2010 background peak-hour volumes to depict the estimated total future volumes during the two peak periods under both non-summer and summertime traffic conditions. These total volumes are illustrated on Figures 7 and 8.

New level of service analyses were completed for the key intersections for these projected future conditions. Figures 9 and 10 illustrate the projected future level of service results at the three key intersections on Beacon Boulevard and Jackson Street under their current traffic signal or stop sign controlled conditions.

The following assumptions were made for the future analysis:

1. All access roads have two lane cross sections, one lane in each direction.
2. The access road (Adams Street) on Beacon Boulevard will have right-in/ right-out operation only.
3. The improvements recommended under existing and background conditions have already been completed under future conditions and will be considered included in the base analysis for the future conditions.

The analyses indicate that most turning movements at the intersections continue to operate at LOS D or better under future conditions with the recommended improvements from the background analyses in place. The exceptions are as follows:

Non-Summer Traffic - Under future non-summer conditions, the following intersection turning movements experience long delays:

- Beacon Boulevard/Jackson Street Intersection:
  - Southbound through/right - LOS F and E for weekday morning and afternoon peak hours, respectively.
  - Northbound through/right - LOS E for weekday afternoon peak hour.
  - Southbound lefts - LOS F for weekday afternoon peak hour.
  - Eastbound lefts and throughs - LOS E for weekday afternoon peak hour.
  - Westbound throughs - LOS E for weekday afternoon peak hour.
- Beacon Boulevard/Adams Street Intersection:
  - Eastbound right turns - LOS E for weekday afternoon peak hour.
- Jackson Street/6th Street Intersection:
  - Southbound lefts - LOS E during the weekday afternoon peak hour.

Summertime Traffic - Under future summertime conditions, the following intersection turning movements experience long delays:

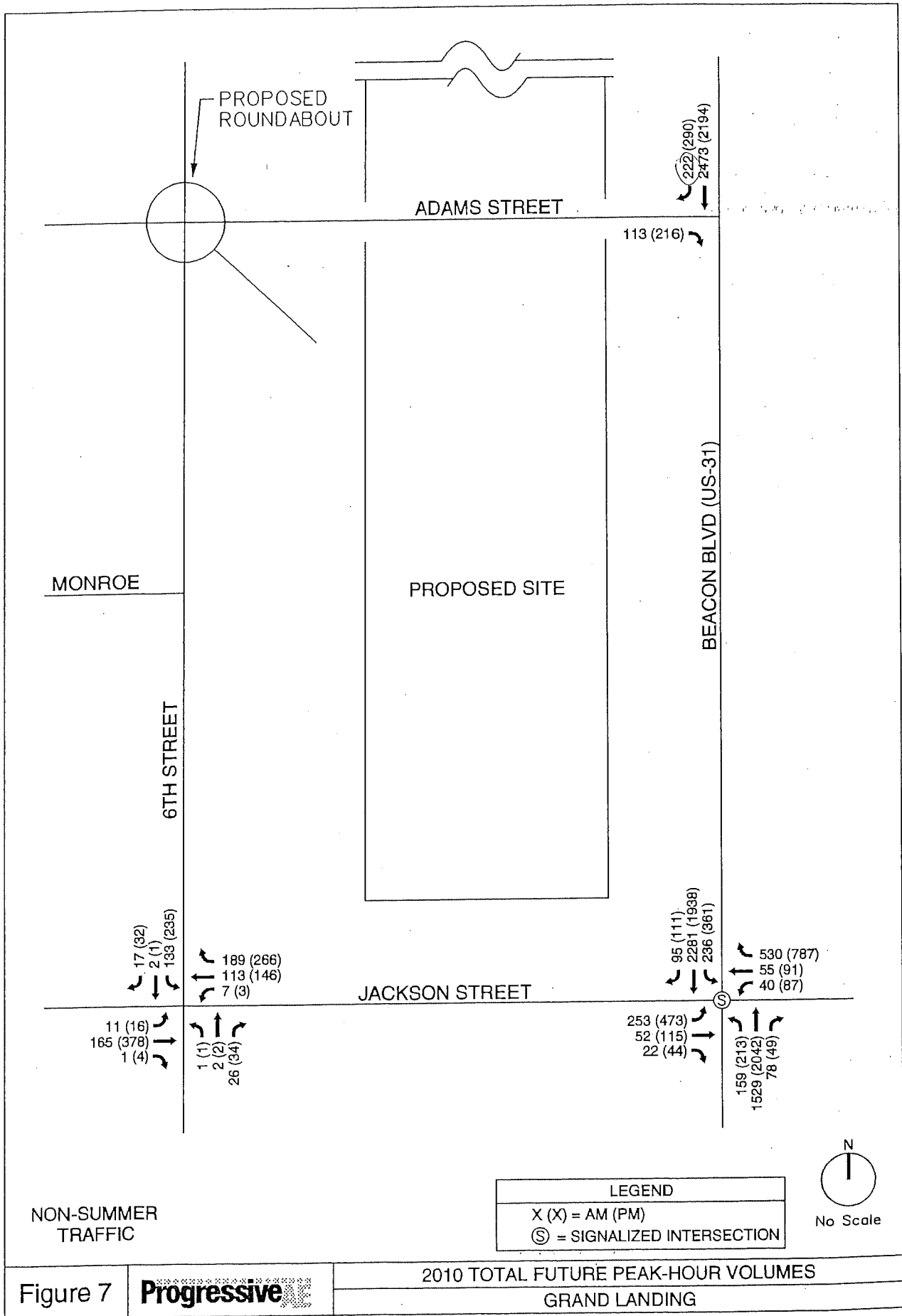
- Beacon Boulevard/Jackson Street Intersection:
  - Southbound through/right - LOS F for weekday morning and afternoon peak hours.
  - Northbound through/right - LOS F for weekday morning and afternoon peak hours.

- Southbound lefts - LOS F for weekday afternoon peak hour.
- Eastbound lefts - LOS F for weekday afternoon peak hour.
- Eastbound throughs – LOS E for weekday afternoon peak hour
- Westbound throughs - LOS E for weekday afternoon peak hour.
- Beacon Boulevard/Adams Street Intersection:
  - Eastbound right turns - LOS F for weekday morning and afternoon peak hours.
- Jackson Street/6th Street Intersection:
  - Southbound lefts - LOS F for weekday afternoon peak hour.

The following table shows a summary of levels of service and vehicle delays under future conditions.

Table 5 Beacon Boulevard/Jackson Street Intersection Summary of Delays and Levels of Service									
Future Traffic (with Existing AND Background Mitigation)									
Direction	Movement	AM Peak				PM Peak			
		Non-Summer		Summer		Non-Summer		Summer	
		LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)
Eastbound	Left	D	41.6	D	44.0	E	67.0	F	124.6
	Thru	D	46.0	D	46.0	E	61.1	E	61.1
	Right	D	40.7	D	40.8	D	41.0	D	41.1
Westbound	Left	D	39.4	D	39.4	D	43.5	D	43.5
	Thru	D	51.6	D	51.6	E	65.7	E	65.7
	Right	C	31.1	C	31.1	D	40.1	D	40.1
Northbound	Left	D	41.9	D	42.7	D	48.8	D	50.0
	Thru/Right	C	30.9	F	92.6	E	79.7	F	245.7
Southbound	Left	D	53.6	D	53.6	F	143.0	F	143.0
	Thru/Right	F	143.4	F	326.9	E	72.7	F	221.2

ACD:\001\011 5/18/2008 14:21:38 M:\LEGGU.P\1394\001\PL\FIGURE 7.DGN



R00400000 5/16/2008 14:32:28 M:\LEDDU\PROJECTS\4002\PL\FIGURE 8.DWG

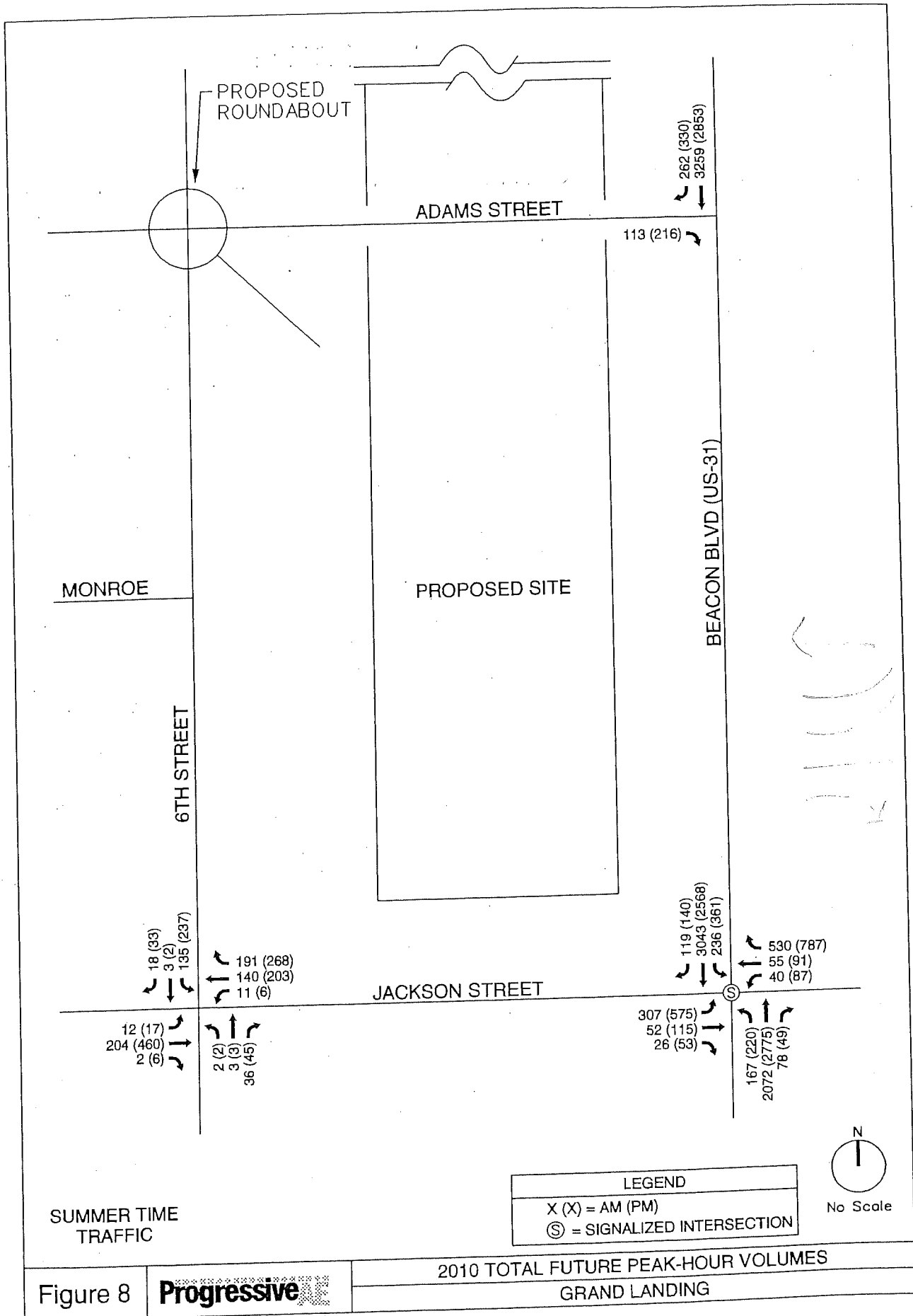


Figure 8



2010 TOTAL FUTURE PEAK-HOUR VOLUMES  
GRAND LANDING

PROJECT: 9/22/2008 10:44:31 MILEG00.P:\384402\PLAN\FIGURE 9.DWG

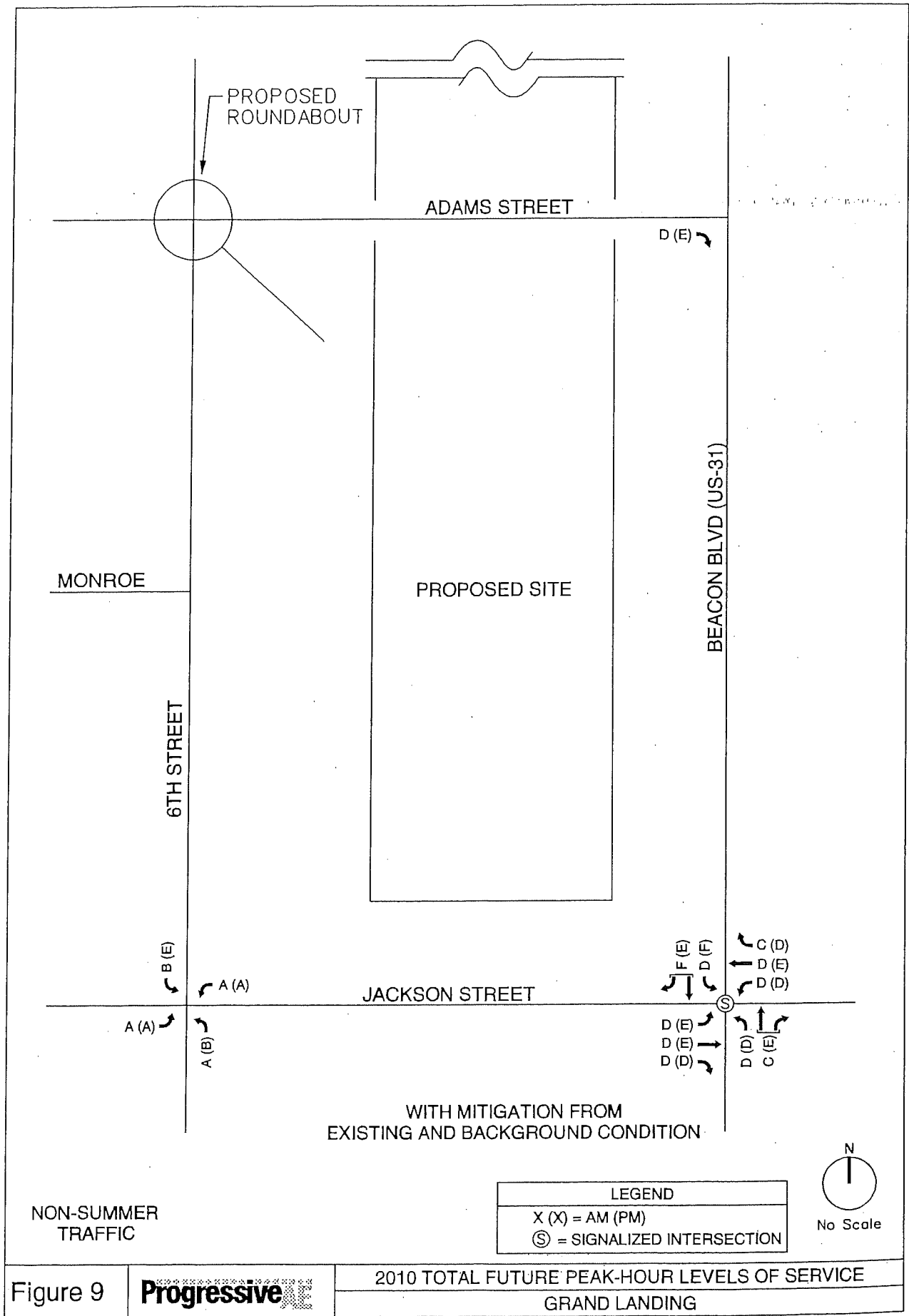


Figure 9



2010 TOTAL FUTURE PEAK-HOUR LEVELS OF SERVICE  
GRAND LANDING

REC'D/DWH 5/25/2008 10:45:10 AM LEGOU P:\US44002\PL\FIGURE 10.DWG

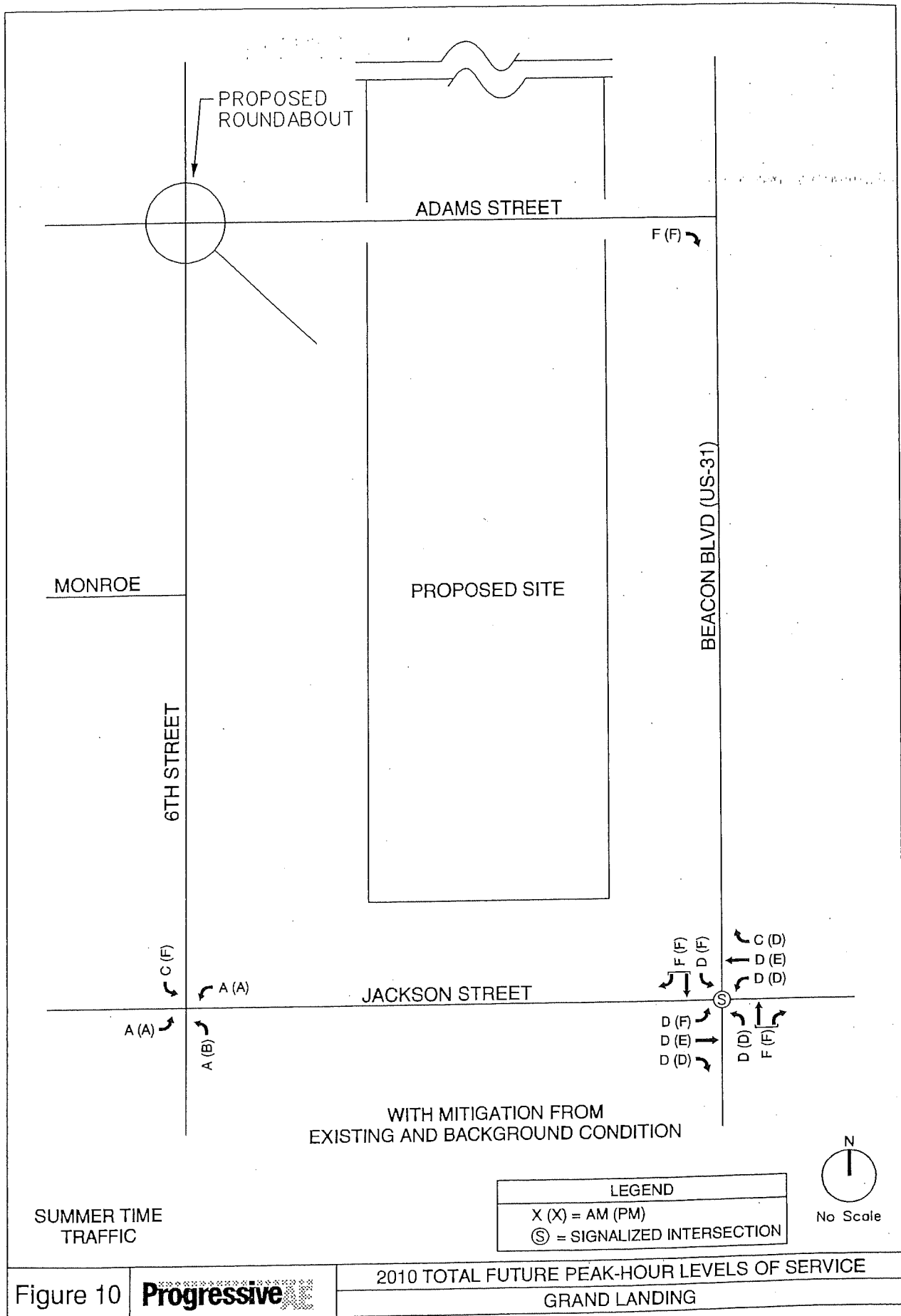


Figure 10

Progressive

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## SUGGESTED ROADWAY IMPROVEMENTS

As stated under the existing and background conditions analyses, mitigation for the delays experienced on the north and south approaches at the Beacon Boulevard/Jackson Street intersection will not be discussed in this report. Please refer to the Suggested Roadway Improvements under Chapter 2 for further information.

Delays at the Beacon Boulevard/Adams Street intersection and the Jackson Street/6th Street intersection are to be expected for a stop controlled minor approach to a major roadway. The delays cannot be alleviated unless the intersections are signalized. However, neither intersection is likely to meet traffic signal warrants for a new traffic signal. Also, MDOT has stated previously that a traffic signal at the Beacon Boulevard/Adams Street intersection will not be considered due to the proximity of other traffic signals and the bridge to the north.

The delays for eastbound and westbound movements at the Beacon Boulevard/Jackson Street intersection can no longer be mitigated with signal timing adjustments under future conditions with the site generated traffic in place. However, with the adjustments made under existing and background conditions, the traffic queues for eastbound left turns at the intersection would extend past the 6th Street intersection only occasionally. The future analysis shows that 95th percentile maximum left turn queues under summertime conditions are approximately 350 feet, which is just short of the 6th Street intersection.

Unfortunately, additional physical improvements on these approaches are likely not feasible. The following paragraphs discuss some future considerations that could help mitigate traffic delays through this intersection.

*Regional Considerations* – At some time in the future, MDOT has plans to construct the US-31 bypass freeway. This new freeway would allow north-south traffic with destinations outside the Grand Haven metropolitan area to avoid traveling through this area, including the Beacon Boulevard/Jackson Street intersection. After completion of the freeway, MDOT will likely take a fresh look at the US-31 corridor through Grand Haven, and traffic signal timing adjustments allowing more green time for the side street approaches may be possible.

*Local Considerations* –

Diverted Traffic – As traffic volumes increase on Jackson Street, some traffic may choose more often to find another route to avoid traveling through the Beacon Boulevard/Jackson Street intersection. Given enough diverted traffic, the levels of service could improve at the intersection. The City may want to consider additional wayfinding signs to promote alternate routes.

Channelized Right Turn Lane – On the westbound approach to the Beacon Boulevard/Jackson Street intersection, the dual right turn lane processes over 700 vehicle turns in the afternoon peak hour. If this right turn movement could be channelized, creating a freeflow condition for westbound right turns, then additional green time would be available for eastbound movements in the future. MDOT would need to be involved when planning any channelized turns at this intersection, and issues with existing driveways to northbound US-31 would need to be addressed.

New Construction on US-31 – If/when MDOT moves forward with reconstruction on US-31 through Grand Haven, including reconstructing the bridge over the south channel area, then the existing access to Coho Drive could be eliminated. The original plan was to construct a new parallel bridge crossing the channel to carry local traffic. This parallel bridge was meant to give an alternate route into the City. Without the parallel bridge, the proposed Adams Street extension could help do the



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same thing. We have assumed a portion of the southbound right turns will be diverted to the new Adams Street approach as part of the future analysis.

Proposed Roundabout at Adams/6th Intersection – The proposed site plan shows a five-legged roundabout at the intersection of Adams Street and 6th Street. Analysis of the traffic through this intersection shows that single lane approaches are adequate for all five legs. Although geometric analysis is beyond the scope of this analysis, we have noted several significant inadequacies in the design at this intersection. If Adams Street is scheduled to become a public through street for the City of Grand Haven, then careful review of this intersection is recommended. It is our experience that five-legged roundabouts do not work very well, particularly when the legs are not evenly spaced around the circulatory roadway. The configuration on the proposed site plan would likely exhibit significant safety problems for the driving public. We recommend an alternate layout with no more than four legs which are evenly spaced and provide appropriate entry and exit geometry in accordance with generally accepted modern roundabout design criteria.

## Appendix

- Level of Service Definitions Signalized Intersections (1998)
- Level of Service Definitions Unsignalized Intersections (1998)
- Glossary
- Analysis Results

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## Level of Service Definitions Signalized Intersections (1998)

- Level of Service A:** Describes operations with very low average stopped delay, i.e., less than 10.0 seconds per vehicle. This occurs when progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
- Level of Service B:** Describes operations with an average stopped delay in the range of 10.0 to 20.0 seconds per vehicle. This generally occurs with good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of average delay.
- Level of Service C:** Describes operations with an average stopped delay in the range of 20.1 to 35.0 seconds per vehicle. These higher delays may result from fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear in this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.
- Level of Service D:** Describes operations with an average stopped delay in the range of 35.1 to 55.0 seconds per vehicle. At Level of Service D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c (volume/capacity) ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
- Level of Service E:** Describes operations with an average stopped delay in the range of 55.1 to 80.0 seconds per vehicle. This is considered to be the limit of acceptable delay in many cases. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are a frequent occurrence.
- Level of Service F:** Describes operations with an average stopped delay in excess of 80.0 seconds per vehicle. This is considered to be unacceptable to most drivers. This condition often occurs with over-saturation, i.e., when arrival flow rates exceed the capacity of the intersection. It may also occur at high v/c ratios with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.

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## Level of Service Definitions Unsignalized Intersections (1998)

<b>Level of Service A:</b>	Average delay per vehicles for impeded movements is less than 10 seconds. There is little or no delay with typically low sidestreet and/or main street traffic.
<b>Level of Service B:</b>	Average stopped delays from 10.0 seconds to 15.0 seconds. Short delays, many acceptable gaps in main street traffic stream.
<b>Level of Service C:</b>	Average delay per vehicle ranges from 15.1 to 25.0 seconds. Average traffic delays with frequent gaps in main street traffic.
<b>Level of Service D:</b>	Average delays from 25.1 to 35.0 seconds for impeded movements. Long traffic delays for impeded movements due in part to a limited number of acceptable gaps.
<b>Level of Service E:</b>	Average delays in the 35.1 to 50.0 second range. May experience very long delays for impeded movements with a very small number of acceptable gaps in the traffic stream.
<b>Level of Service F:</b>	Average vehicle delays of over 50.0 seconds. Extreme traffic delays with virtually no acceptable gaps in main street traffic.

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## Glossary

**Approach:** A set of lanes accommodating all left-turn, through, and right-turn movements arriving at an intersection from a given direction.

**Arterial:** Signalized streets that serve primarily through traffic and provide access to abutting properties as a secondary function.

**Average Stopped Delay:** The total time vehicles are stopped in an intersection approach or lane group during a specified time interval divided by the volume departing from the approach or lane group during the same time period, in seconds per vehicle.

**Background Traffic:** Traffic volumes that will be on the roadway network without the presence of the proposed development.

**Bypass Lane:** A one-lane widening on a two-lane roadway that allows through traffic to pass by waiting left-turn traffic.

**Capacity:** The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified time period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour.

**Collector Street:** Surface street providing land access and traffic circulation service within residential, commercial, and industrial areas.

**Conflicting Traffic Volume:** The volume of traffic which conflicts with a specific movement at an intersection.

**Corridor:** A lineal study area aligned with a roadway facility in which traffic, land use, right-of-way, environmental, and other factors are evaluated to determine future transportation facility needs.

**Cycle:** Any complete sequence of traffic signal indications.

**Cycle Length:** The total time for a traffic signal to complete one cycle.

**Design Hour Volume:** The traffic volume for the design hour, usually a forecast of the relevant peak hour volume, in vehicles per hour.

**Diverted Linked Trips:** Trips from the traffic volume on roadways within the vicinity of the generator but which requires a diversion from that roadway to another roadway to gain access to the site.

**Driveway Offset:** Distance between driveways on opposite sides of a roadway, measured parallel to roadway.

**Freeway:** A multi-lane divided highway having a minimum of two lanes for exclusive use of traffic in each direction and full control of access and egress.

**Gaps (Critical Gap):** The median time headway between vehicles in a major traffic stream which will permit side-street vehicles to cross through or merge with the major traffic stream.

**Green Time:** The actual length of the "green" indication for a given movement at a signalized intersection.

**Level of Service:** A qualitative measure describing operational conditions within a traffic stream; generally described in terms of such factors as speed and travel time, delay, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

**Operational Analysis:** A use of capacity analysis to determine the prevailing level of service on an existing or projected facility, with known or projected traffic, roadway, and control conditions. This analysis can involve a particular location, such as an intersection or a corridor.

**Pass-By Trips:** Trips made as intermediate stops on the way from an origin to a primary trip destination.

**Passing Sight Distance:** The visibility distance required to allow drivers to execute safe passing maneuvers in the opposing traffic lane of a two-lane, two-way highway.

**Peak Hour (AM):** The one hour period in the morning representing the highest hourly volume of traffic flow on the adjacent public street system.

**Peak Hour (PM):** The one hour period in the afternoon or evening representing the highest hourly volume of traffic flow on the adjacent public street system.

**Peak Hour Factor:** The hourly volume during the maximum volume hour of the day divided by four times the peak 15-minute flow within the peak hour; a measure of traffic demand fluctuation within the peak hour.

**Phase:** The part of the signal cycle allocated to any combination of traffic movements receiving the right-of-way simultaneously during one or more intervals.

**Roadway Conditions:** Geometric characteristics of a street or highway, including the type of facility, number and width of lanes (by direction), shoulder widths and lateral clearances, design speed, etc.

**Service Drive:** A roadway (usually private) that provides internal access to two or more uses.

**Site Traffic:** Existing or projected vehicular traffic generated by the development.

**Study Area:** The geographic area containing site access points and critical intersections (and connecting highway segments) which are impacted by the site traffic generated by the development, and should be evaluated.

**System Improvements:** Added lanes, signal improvements, and other roadway improvements not considered site-related improvements.

**Traffic Impact:** The adverse impact on intersection Level of Service and/or street and highway safety and operations as determined by the criteria and procedures set forth in this handbook.

**Trip (Directional Trip):** A single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site.

**Trip Distribution:** The distribution or assignment of site traffic into site driveways and study area roadways/intersections based upon expected direction of approach and departure.

**Unsignalized Intersection:** Any intersection not controlled by traffic signals.

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**Volume:** The number of persons or vehicles passing a point on a lane or roadway during some time interval, such as one hour or during an average day.

**Volume-to-Capacity Ratio (V/C):** The ratio of demand flow rate to capacity for a traffic facility.

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
PLANNING COMMISSION MINUTES  
October 8, 2024**

A regularly meeting of the Grand Haven Planning Commission was called to order by Chair Dora at 7:00 pm. Upon roll call, the following members were present:

**Present:** Magda Smolenska, Amy Kozeneki, Dan Borchers, David Skelly, Tamera Owens, Joe Pierce, Chair Mike Dora

**Absent:** Vice-Chair Ryan Galligan, Jennifer Smelker

**Also Present:** City Planner Brian Urquhart, City Manager Ashley Latsch, Mayor Monetza, and members of the public.

**Approval of Minutes**

Motion by **Skelly**, seconded by **Smolenska** to approve the minutes of the September 10<sup>th</sup> meeting as printed. All ayes. **Motion passes.**

**Approval of Agenda**

Motion by **Pierce**, seconded by **Kozeneki** to approve the agenda as printed. All ayes. **Motion passes.**

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**Call to the Audience; First Opportunity**

None

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**Case 24-31: A public hearing to consider a Major amendment to the Grand Landing Planned Development for a hotel (parcels #70-03-21-100-013; 014; 015; 016)**

Urquhart introduced the case. Blake Becall of Elite Hospitality Group has submitted a request to develop vacant property east of Miller Dr. and north of Adams St. (parcels #70-03-21-100-013; 014; 015; 016) into a hotel. Grand Landing has always included plans for a hotel, however, due to the relocation and size increase, the Planning Commission determined at the July 23rd special meeting the changes are considered major, and would require that same review process for a Planned Development as outlined in Sec. 40-421.11. The meeting on October 8, 2024 will include a public hearing to consider the PD amendment and preliminary development plan. The Planning Commission will make a recommendation to the City Council concerning the PD amendment and preliminary development plan. The City Council will then approve or deny the PD amendment and preliminary development plan. If the Council approves the PD, then the applicant will return to the Planning Commission for a final development plan approval and sensitive area overlay review.

The Planned Development requires approval of a preliminary development plan and final development plan.



Elite Hospitality Group is requesting to relocate the hotel towards the east on the parcel with a building orientation of east-west. The hotel will feature two patios and an outdoor lounge, and 332 total parking spaces. There will be a dumpster located near the southwest corner of the parking lot. The preliminary hotel plans call for mixture of exterior material color and type, with various architectural features and articulation. The final design of the hotel can be refined during final plan review.

Utilities, lighting, landscaping, public benefit, and storm water management can be evaluated as part of the final development plan review.

Staff received one public comment against the Planned Development amendment. In lieu of Commissioner Smelker's absence, she sent an email to the commissioners with her comments for review as well.

Blake Becall of Elite Hospitality Group was present.

Chair Dora opened the public hearing at 7:08 pm.

No public comment.

Motion made by **Owens**, seconded by **Smolenka** to close the public hearing. All ayes. **Motion passes.**

Chair Dora closed public hearing at 7:09 p.m.

Pierce began the conversation by stating he appreciated the research and was excited about this development. Any issues that he previously had were resolved. He did mention that he would like to consider the cosmetics of the east side of the building as it's the first impression as people come into town. He voiced he was in agreement with one of the ideas that Smelker brought up in her email recommendation about having a green space buffer between the parking lot and boardwalk.

Becall responded by stating that Eite wanted to provide enough greenery/landscaping buffer so that it would both complement the aesthetics as well as satisfy what the commissioners were looking for.

Borchers had no comments.

Skelly asked for examples of the new concept design. Becall stated he would work to find something comparable and send it to the commissioners.

Skelly also inquired if the water was accessible from the property. Becall stated there were no current plans for that. Skelly also voiced that he agreed with Smelker's email recommendation to add bicycle racks. Becall agreed with this recommendation,

Kozenecki also stated she previously had similar questions. She mentioned she felt the parking lot seemed to be large, and encouraged designers to make this look less like a parking lot. Kozenecki also asked for a footprint comparison of this project to the Holiday Inn. Becall felt as though this project would be smaller in comparison but would send the details of the square footage to commissioners for their review. Kozenecki also voiced concern about the flow of traffic on and off Jackson.

Smolenska echoed her concerns about the size of the parking lot. She inquired about implementing screening around the parking lot to help hide it. She also mentioned she appreciated the how building was rotated in the updated design.

Owen also commented stating she liked the updated design. She also inquired about the vacant lot to the east that was state owned and wondered if there were plans for development there. Urquhart stated the property was owned by MDOT and the City was not aware of their plans at this time.

Chairmen Dora mentioned he had nothing further to add to the previous comments. He did mention the only other thing that Smelker brought up in her email comments was about the lighting. Becall responded the brand takes those things seriously from a liability standpoint, and there will be sufficient lighting.

Urquhart inquired about the exterior colors, making sure that the brand would be in concert with what City was looking for. Becall mentioned common ground would need to be found between the Hilton Brand and the City, but did not see a problem with the collaboration.

Urquhart also inquired if the 100 square feet for signage would be enough. Becall mentioned he felt that it would be sufficient.

Motion made by **Smolenska**, seconded by **Owens**, to approve Case 24-31, a request for a major amendment to the Grand Landing Planned Development for a hotel and approval of the associated preliminary development plan located on vacant property East of Miller Drive and north of Adams Dr. (parcels #70-03-21-100-013; 014; 015; 016) subject to the following conditions:

- 1) *The project will be constructed in one (1) phase*
- 2) *Signage requirements shall match the requirements of the Commercial District.*

Roll call vote. All ayes. **Motion passed.**

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#### **Case 24-35: A public hearing for Special Land Use –187 Grand Retaining Wall (parcel #70-03-29-377-022).**

Urquhart presented the case. Adrian Chevez, of *Chevez Concrete*, on behalf of property owner Doug Suchecki, submitted a special land use request for a retaining wall located at 187 Grand Ave. (parcel #70-03-29-377-022). The retaining wall measures greater than 48 inches in height, which shall require special land use permit review by the Planning Commission. Last month, the Building Official discovered a concrete retaining wall being poured by Chevez Concrete at 187 Grand Ave. and gave a warning the retaining wall shall require a retaining wall and building permit. Due to the fact the wall is greater than 48 inches in height, a special land use approval by the Planning Commission is also required. The contractor elected to complete the pour after receiving the warning. He subsequently filed for a building, retaining wall, and special land use permits. According to the property owner, the replacement of the retaining wall was to enhance and stabilize the small hill between their property and the neighbors at 191 Grand Ave. The retaining wall is taller and longer than the former wall. Section 40-327 of the Zoning Ordinance provides requirements for retaining walls and outlines provisions for administrative approvals and Planning Commission approvals. The applicant has provided responses to 40-116.03A. for special land uses.

Homeowner, Doug Suchecki was present.

Chair Dora opened public hearing at 7:29 p.m.

Anna Harms, 191 Grand, who lives adjacent to the property, stated she is in full support of the special land use permit. Feels like a retaining wall will be helpful with the erosion. Suchecki's have always communicated about any projects they are doing and have been amazing neighbors.

Motion made by **Skelly**, seconded by **Pierce** to close the public hearing. All ayes. **Motion passes.**

The public hearing was closed at 7:30 p.m.

Owens, Smolenska, and Kozeneki had no additional comments.

Skelly inquired if the owner was notified before the contractor received the warning. Suchecki stated he arrived at the house when the building inspector was there talking to the contractor. He believed he was halfway through the pour when they were notified. The building inspector left Suchecki with specific instructions to contact a Structural Engineer to look at the wall. The Engineer determined that 24 inch rebar was needed for any area of the wall above 4 feet. The homeowner has made the corrections requested and has been in touch with the building inspector for updates and additional requirements.

Borchers, Pierce, and Chairman Dora had no additional questions.

Motion by **Kozeneki**, seconded by **Smolenska**, to approve Case 24-35, a special land use permit for a retaining wall greater than 48 inches in height at 187 Grand Ave. (parcel #70-03-29-377-022) based on the information submitted for review.

Roll call vote. All ayes. **Motion passed.**

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## **New Business**

### **Case 24-34:** Amendment to Noto's PD – additional sign

Urquhart introduced the case. In October 2023, the Planning Commission approved the final development plan for Noto's at 1223 S. Harbor Drive. The final development included a sign plan, which included one sign on the north wall facing the parking lot. Under the regulations for a Planned Development, any signage changes must be reviewed as specified in the Planned Development ordinance. In this case, the approved PD ordinance did not indicate any additional signs. Earlier this year, the applicant approached the city regarding an additional sign on the south wall. The primary reason to attract attention to motorists traveling north on S. Harbor Dr. Before review, staff ensured all conditions of the Planned Development approval were met. The guidance on how to determine what changes would be considered major or minor can be found in Section 40-421.11.B of the Zoning Ordinance. These examples are meant as a guide to aid the Planning Commission in deciding.

*B. Modification of a final development plan. Minor changes to a PD final development plan may be approved by the planning commission, as follows.*

- 1. The relocation of structures, the relocation and reconfiguration of roads, planting areas, parking areas, signs, lighting, and driveways provided that all such improvements remain in the same general location as approved by the planning commission and provided further*

*that all such changes shall result in no significant additional impact on adjoining properties than would result from the original development.*

### Summary of Proposed Changes

- One illuminated 45 sq. ft. wall sign installed on the south wall

The Planning Commission could determine according to Sec. 40-421.11.B, an additional wall sign will not result in any significant impact on adjoining properties and classified as minor. However, nothing shall prevent the Planning Commission from determining any change as a major change.

The property Owner was not present.

Borchers asked for clarification if the original plan included a second sign. He also which portion of the sign would be illuminated.

Pierce stated that due to the fact the sign wasn't in the same general location, it would classify as a major change.

Skelly stated he felt this was a minor change.

Kozenecki stated because there was a change in the original plan, she felt that it would be a major change.

Smolenska felt as though this would be considered a major change due to the illumination of the sign.

Owens also felt as though it might be considered a major change due to illumination as well, but felt it might require further consideration. Owens stated she would like to see this go through a public hearing.

Chair Dora felt due to the language in the modification of a development plan, that it would be considered a major change.

Motion made by **Smolenska**, seconded by **Pierce** to approve Case 24-34, the additional wall sign is considered MAJOR and therefore will require re-consideration of the preliminary development plan, which will include public hearings at both the Planning Commission and City Council level.

Roll call vote. All ayes. **Motion passed.**

---

### **Old Business**

#### **Case 24-12: Site Plan Review – Village Green Storage Area Expansion**

Urquhart presented the case. The Village Green submitted a Site Plan Review application for a proposed expanded outdoor storage area for Village Green residents. The proposed storage area is to the immediate south of an existing fenced in storage area. Section 40-318.02 of the Zoning Ordinance requires the Planning Commission approve outdoor storage areas in the Industrial District.

Residents' boats, trailers, and RVs will be stored in this expanded storage area. The area will be paved, sloped to the north into the existing Village Green development, and it will be fenced The proposal

conforms to the requirements of the Zoning Ordinance, including landscaping and screening. The applicant approached the City earlier this year, however, the City requested confirmation for construction approval from the Federal Aviation Administration (FAA). The applicant patiently waited and ultimately received approval from the FAA.

The Dept. of Public Works, the Airport Manager, and the Board of Light & Power did not have any concerns with the outdoor storage area.

Applicant representative, Lisa Hamm of 311 N. Terrill was present. She stated she had been working with the airport manager and the FAA to make sure she was following regulations.

Borchers and Pierce had no additional questions.

Skelly inquired if the City had any additional approval that the documentation would be provided to the city.

Kozenecki, Smolenska, Owens, and Chair Dora had no further questions.

Motion made by **Kozenecki**, seconded by **Skelly** to approve case 24-12, a request from The Village Green for a Site Plan Review for an expanded outdoor storage area for Village Green located at vacant Comstock Street (parcel #70-03-34-100-039), based on the information submitted for review with the following conditions:

- 1) All FAA confirmation documentation shall be provided to the city.

Roll call vote. All ayes. **Motion passed.**

**Case 24-04a:** Extension of the condition of lot split approval

Urquhart presented the case. Denny Dryer of *Dyer Architects* has submitted a written request to extend the deadline to grade the mound on parcel 1 at 924 Beechtree St. (parcel #70-03-27-315-011) to a later date. In February 2024, the Planning Commission approved PC Case 24-04, approving the lot split at 924 Beechtree into 5 lots (see attachment A) with conditions of approval (see attachment B). Condition 5 stated: "The existing mound on parcel 1 must be graded to acceptable means as determined by the City Planner within 90 days after approval".

On April 30, 2024, Mr. Dryer requested to extend the deadline to grade the mound of dirt to the end of September (see attachment C). In the request, Mr. Dryer stated he did not receive the lot split descriptions until the week prior, therefore not enough adequate time was available to grade the mound. Staff granted the extension as a minor amendment based on Sec. 40-115.09.A. This determination was confirmed as an appropriate minor amendment by the City Attorney.

However, after conversations with Mr. Dryer, it is evident the mound will not be graded by the end of September and he is requesting additional time. Staff will not grant another extension and refer the request to the Planning Commission for a determination in accordance with Sec. 40-115.09.B. In his email dated October 3, 2024, Mr. Dryer implies he will submit applications and combine parcels A, B, D, and E

and rezone to Transitional Industrial. He noted part of the reason for the delay is that PolyPly located at 1540 Marion Ave. will need 2,300 cubic yards of the mound to fill for what is currently parcel B. Mr. Dryer estimates the total mound is approximately 3,400 cubic yards. He does not specify what the remaining 1,100 cubic yards will be used for.

Based on the information submitted, the Planning Commission retains full discretion to approve or deny the extension request.

Applicant Denny Dryer, 220 ½ Washington was present.

Borchers had no questions. Pierce would like to see a plan set in place so that it does not go back in front of the PC again. Skelly would also like to set parameters and move forward with this. Dryer responded stating June should be plenty of time for the mound to be shifted.

Kozenecki stated she was fine with the extension, but asked for a copy of the purchase agreement once obtained.

Smolenska and Owens also agreed with Kozenecki and stated they would be ok with an extension of six to seven months.

Chair Dora stated he was tired of seeing through a mound in the setback and would like to see it moved out of it. Would also agree to the extension as long as it does not exceed the time.

Motion made by **Skelly**, seconded by **Kozenecki** to approve case 24-04a, a request to extend the condition of approval to grade the mound on parcel 1 at 924 Beechtree St. (parcel#70-03-27-315-011) to a later date, based on the following reasons:

- 1) *The applicant has provided evidence of a proven hardship to complete the removal of the existing mound on parcel 1.*
- 2) *Extension not to exceed April 30<sup>th</sup>, 2025.*
- 3) *Confirmation of purchase agreement.*

Roll call vote. **Yeas: Pierce, Smolenski, Skelly, Owens, Borchers, Kozenecki Nays: Chair Dora**  
**Motion passed**

---

### **Zoning Board of Appeals Liaison Report**

Kozenecki reported there wasn't a meeting to report, but will be reviewing 3 cases at the next meeting.

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### **City Planner Report**

Attended Michigan Association of Planning Conference.

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### **Call to the Audience; Second Opportunity**

Lisa Hamm. 311 Terrill, spoke stating they will make sure all FAA documents are provided.

Motion made by **Kozenecki**, seconded by **Pierce** to Adjourn.

Roll call vote. All ayes. **Motion passed.**

**Adjournment:** Chair Dora adjourned the meeting at 8:37 pm.

---

Melissa Bos, Executive Assistant to City Manager

# CITY OF GRAND HAVEN

## Planning Department

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



TO: Ashley Latsch, City Manager  
FROM: Brian Urquhart, City Planner  
DATE: November 22, 2024  
SUBJECT: Noto's Planned Development Amendment

In October 2023, the Planning Commission approved the final development plan for Noto's at 1223 S. Harbor Drive. The final development included a sign plan, which included one sign on the north wall facing the parking lot. Under the regulations for a Planned Development, any signage changes must be reviewed as specified in the Planned Development ordinance. At the October 8<sup>th</sup>, 2024 meeting, the Planning Commission determined the sign was a major change.

Greg Gurney of *Bear Sign Company*, on behalf of property owners Tom Noto of *Noto's at the Bil Mar*, submitted a Planned Development application for the major amendment to the PD. Earlier this year, Mr. Gurney approached the city regarding an additional sign on the south wall. The primary reason to attract attention to motorists traveling north on S. Harbor Dr. The applicant justifies the additional sign will improve safety, and there is no practical location for a ground sign.

The Planning Commission determined the additional sign did meet the requirements for a major amendment, largely because the original development plan only depicted one wall sign. The Planning Commission also determined the sign may have an additional impact on adjoining properties, due to the illumination of the sign. The Planning Commission approved the sign, but restricted the sign to be non-illuminated.

### Summary of Proposed Changes

- One non-illuminated 45 sq. ft. wall sign installed on south wall

### Public Hearing & Planning Commission Recommendation

The Planning Commission held the public hearing on November 12, 2024. The Planning Commission voted 6-3 to recommend approval of a non-illuminated 45 sq. ft. wall sign on the south wall at Noto's located at 1223 S. Harbor Dr.

### City Council Action

December 2<sup>nd</sup> is the 1<sup>st</sup> reading. Per Sec. 40-421.07, after holding a public hearing and a 2<sup>nd</sup> reading, City Council can approve, deny, or approve with conditions the PD application and preliminary development plan.

### Attachments:

Proposed PD ordinance, proposed sign plan, site plan, public correspondence.



**THE FOLLOWING PAGE IS FOR REFERENCE ONLY  
AND SHOULD NOT BE SUBMITTED WITH YOUR APPLICATION**

The City of Grand Haven Planning Commission meets in a regular session on the second Tuesday of each month at 7:30 p.m. in the City Council Chambers, 519 Washington, Grand Haven, Michigan.

Materials related to requests for Board action, including any required fees, must be filed at the Community Development Department located at 519 Washington Avenue, Grand Haven, Michigan, 49417. Questions may be directed to Brian Urquhart, City Planner, at (616) 935-3276.

Filing requests which are not complete or which are not filed by the meeting deadline, as determined by the City Planner, will not be placed on the agenda of the respective Board meeting, nor will they be considered at the respective Board meeting.

Filing deadlines are established:

- To comply with various Ordinance requirements;
- To permit adequate time for staff to arrange the notice for publication as may be required;
- To permit adequate time for staff to arrange the mailing of notices as may be required;
- To permit adequate time for the Board and staff to review the filed materials.

<b>Filing deadline</b>	<b>Tentative Meeting Date</b>
December 6, 2023	January 9, 2024
January 10, 2024	February 13, 2024
February 7, 2024	March 12, 2024
March 16, 2024	April 9, 2024
April 10, 2024	May 14, 2024
May 8, 2024	June 11, 2024
June 5, 2024	July 9, 2024
July 10, 2024	August 13, 2024
August 7, 2024	September 10, 2024
September 4, 2024	October 8, 2024
October 9, 2024	November 12, 2024
November 6, 2024	December 10, 2024
December 11, 2024	January 14, 2025

*Please note that a Pre-Application Conference is required prior to submission of an application for a Planned Development. See Section 40-421.04 of the City of Grand Haven Zoning Ordinance for the Planned Development application process, submittal requirements, and approval procedures.*



# PLANNED DEVELOPMENT APPLICATION

Planning Department, City of Grand Haven  
519 Washington Avenue, Grand Haven, MI 49417  
Phone: (616) 935-3276 Website: [www.grandhaven.org](http://www.grandhaven.org)

## 1. Project Information

Address/location of property: 1223 S Harbor Drive, Grand Haven, Mi 49417  
Name of Development: Noto's at the Bil-Mar  
Parcel #: 70-03-29-312-004 Current Zoning District: PD - Planned Development  
Current Use: Resturaunt Proposed Use: N/A  
Area in Acres: N/A Zoning of adjacent properties: WF

## 2. Applicant

Name: Greg Gurney (Agent)  
Company: Bear Sign Company  
Address: 7290 Division Ave S, Grand Rapids  
MI, 49548  
Phone #: 313-468-3822  
Email: gregg@bearsignco.com

## 3. Property Owner

Name: Tom Noto  
Company: Noto's at the Bil-Mar  
Address: 1223 S Harbor Drive, Grand Haven, Mi 49417  
Phone #: 616-634-1810  
Email: tom@notosoldworld.com

## 4. Required Attachments

- Application (PDF + 5 copies)
- Preliminary Development Plan (PDF + 5 copies)
- Narrative (PDF + 5 copies)
- See Section 40-421.04.D of the City of Grand Haven Zoning Ordinance for additional details

## 5. Fees and Escrow Deposit:

Application Fee: \$750.00 *(covers the Rezoning and Preliminary Development Plan review only)*

A deposit of \$1,500 shall be collected for all Planning Commission and Zoning Board of Appeals cases where it is expected that costs above staff time and one public hearing publication will be incurred. These expenses include additional public hearing notifications, attorney fees, engineering or surveying fees, or other special studies. Should expenses total more than the deposit, the applicant will be billed by the City for the additional costs, or additional escrow payment shall be required to complete the Planning Commission or Zoning Board of Appeals process. Should expenses total less than the deposit received, excess amounts shall be returned to the applicant.

By signing below, permission is granted for city staff, including Planning Commissioners, to enter the subject property for purpose of gathering information to review this request. In addition, the applicant agrees to perform the described work in accordance with all applicable Sections of the City of Grand Haven Code of Ordinances. Signer will insure that all inspection requests are made a minimum of 24 hours prior to the requested time.

Signature of Applicant:  Date: 10/16/2024

Print Name: Greg Gurney

Signature of Owner:  Date: 10/16/2024

Print Name: Tom Noto

Office Use Only  
Case #: \_\_\_\_\_ Date Received: \_\_\_\_\_ Fee(s): \_\_\_\_\_



Sign 1: Illuminated Wall Sign



Specifications

- ① 2 1/2" Deep reverse-illuminated channel letters with clear polycarbonate backs stud mounted to facade with 2" standoffs.
- ② Illuminated with blue Principal LEDs powered by low voltage power supplies.
- ③ Wave graphics and secondary copy boarder to be CNC routed .125" aluminum painted with Matthews Satin Polyurethane Enamel and stud mounted flush to building facade. Secondary copy to be applied pressure sensitive vinyl.
- ④ Photo eye, toggle disconnect, U.L. listed and labeled.

Night View

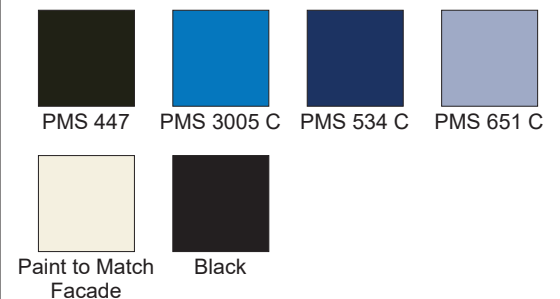


Square Footage

45.00 Sq.Ft.



Color Specifications



Sign 1: Elevation



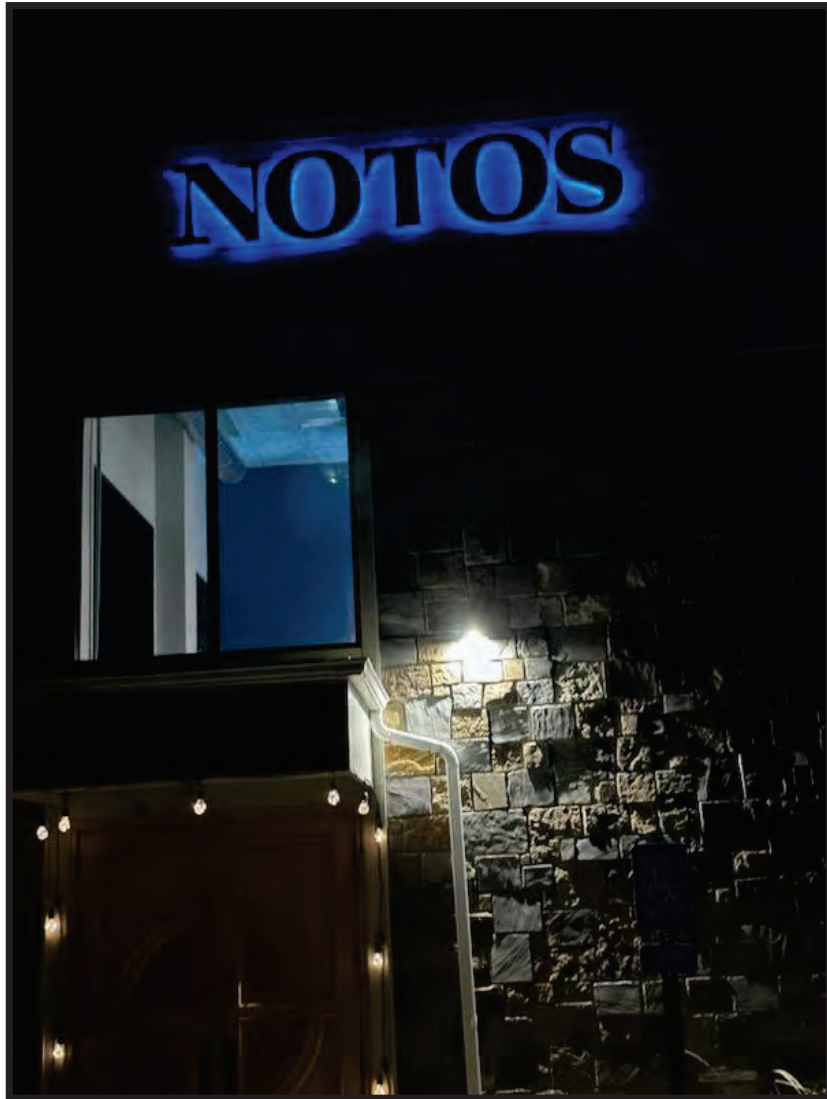
**Note:** sign rendered for size and placement only. To be installed after completion of building facade.

Site Plan

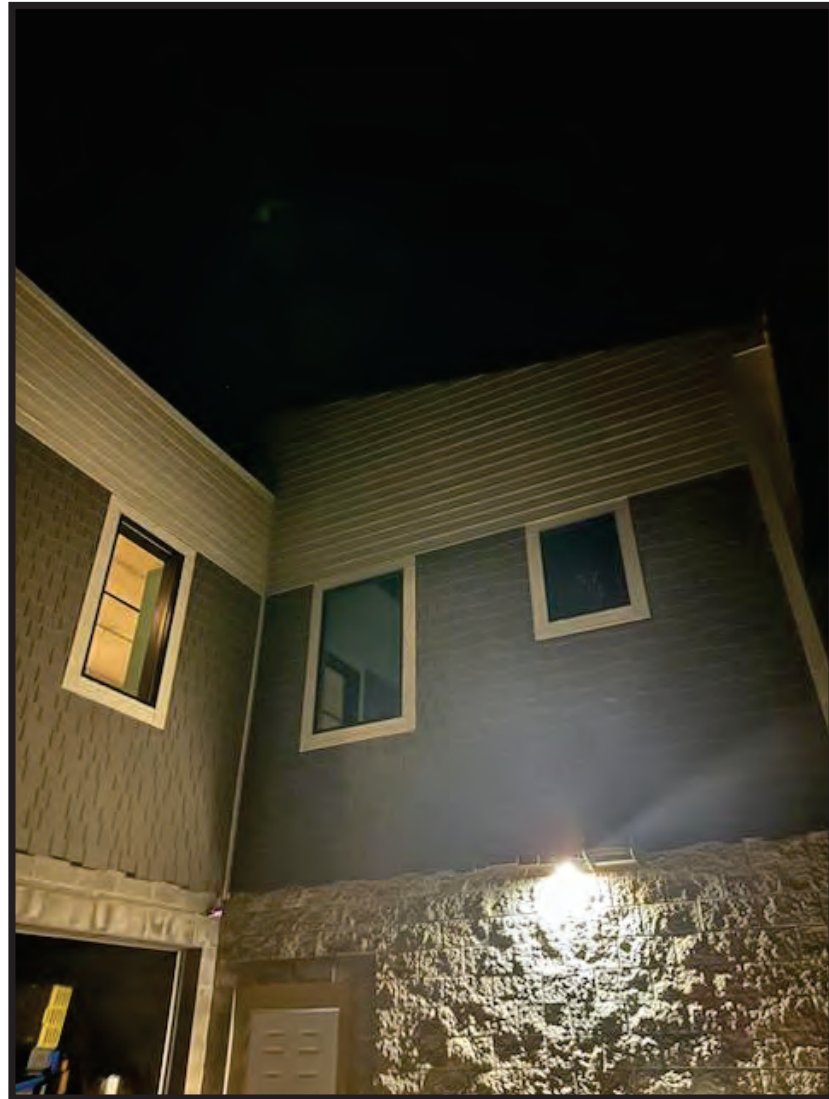


Proposed location of illuminated wall sign.

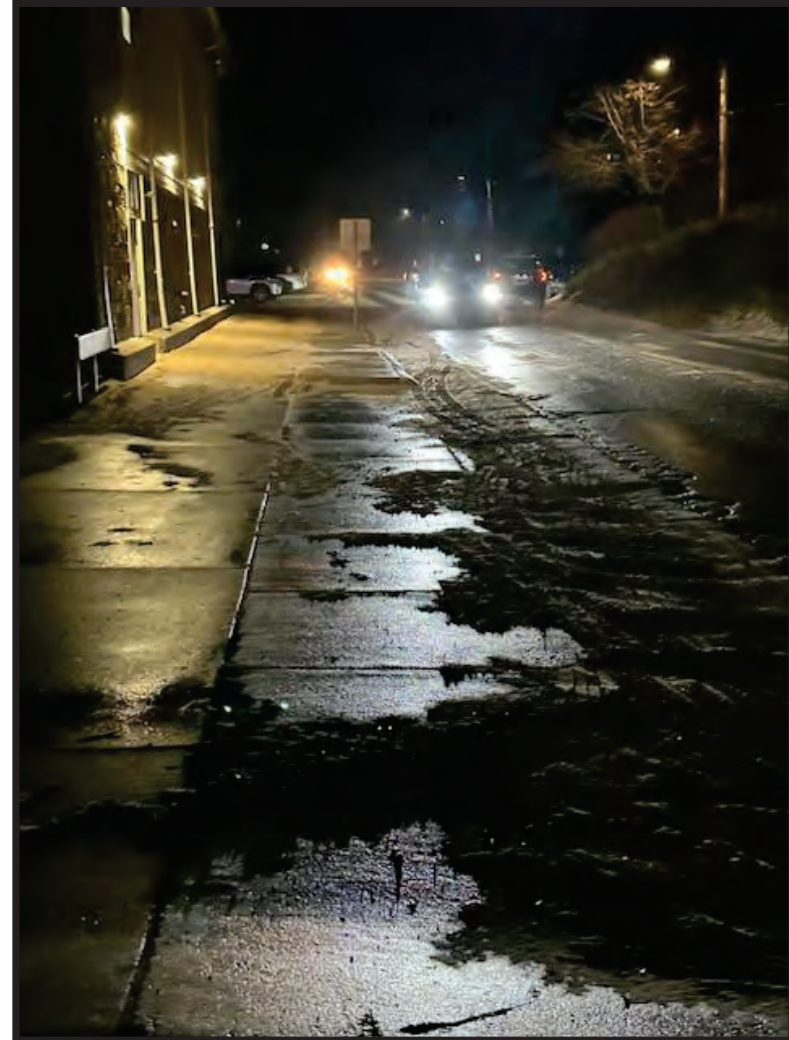
NIGHT TIME IMAGE OF EXISTING SIGN (NORTH WALL)



NIGHT TIME IMAGE OF SOUTH WALL



NIGHT TIME IMAGES OF EAST WALL



**From:** [Clara Isabel Van Lopik Ambjørn](#)  
**To:** [Brian Urquhart](#)  
**Subject:** Opposition to Signage Request for Noto's  
**Date:** Friday, November 15, 2024 3:41:36 PM

---

Dear Brian Urquhart,

I understand that there was a public hearing on November 12th, regarding a request that Noto's be allowed to place a lighted sign on the exterior south wall of their building. I was unfortunately unable to attend - but I also understand that the motion was not passed. However, I still feel that it is important to me to express my strong opposition to the motion, for a multitude of reasons - some of which I have been intending to draw the City's attention to, which I will be doing in the following:

Since opening, Noto's has consistently neglected the area on the south side of their building, which has become an eyesore and a safety hazard. The grease dumpster, which the City has previously instructed them to move, is still regularly left out on the sidewalk. Additionally, glass shards frequently litter the area, posing a significant risk to pedestrians, many of whom walk barefoot or in flip-flops (often with their dogs), given the restaurant's proximity to the beach.

As one of our City's most treasured assets, the beach should be a place of beauty and pride, not one marred by trash, unsightly equipment, and leftover construction materials. Anyone approaching the city from the south along Harbor Drive, whether by foot or car, is confronted with this disheveled view. This is not the image we want to project to visitors or residents alike—it does not reflect well on our city.

If Noto's is willing to take the necessary steps to clean up their property and maintain it in a way that reflects the privilege they have in being the only restaurant located on our beach, I might choose to support them. However, until they demonstrate a commitment to keeping their property clean and in good condition, I frankly believe that granting them any approval for other developments would be counterproductive.

In short, I urge the city to hold Noto's accountable for their lack of upkeep and to delay any approval for further signage or developments until they take concrete action to demonstrate care for both their business and the surrounding environment.

Thank you for your attention to this matter.

Sincerely,  
Clara Van Lopik  
(616)-201-6708



**From:** [Julia Van Lopik](#)  
**To:** [Brian Urquhart](#)  
**Subject:** Proposal for lighted sign on Notos south wall  
**Date:** Wednesday, November 13, 2024 11:09:07 AM

---

Dear Brian,

I am a homeowner in Highland Park, and am writing in regards to Noto`s proposal to place a lighted sign on the south end of the building.

I oppose the proposal.

I feel that the structure is very easy for anyone to find, and does not require more attention drawn to it. Out of respect for the beauty of the natural area the restaurant is placed on, no further illuminated signage should be allowed, as it would take away from the natural light and beauty of the lakeshore at dusk.

Thank you for your time.

Best Regards,

Julia Van Lopik  
25 Crescent Hill  
Grand Haven, Michigan  
49417  
USA

**From:** [Susan Smith](#)  
**To:** [Brian Urquhart](#)  
**Cc:** [Kate Martinez](#); [David Swain](#); [Susan Smith](#)  
**Subject:** Noto's south wall sign request  
**Date:** Wednesday, November 27, 2024 12:00:03 PM

---

Dear Mr. Urquhart, Planning Commission members, and City Councilors:

I am an owner of a summer residence in Highland Park (63 Poplar Ridge), along with my siblings (Kate Martinez and David Swain). We are submitting this email in opposition to the large sign requested by Noto's. Our opposition is based on the adverse impact the sign would have on the beach and on our neighborhood, which sits just across the street and continues up the hill.

The sizable sign requested by Noto's would be in the direct line of sight of many Highland Park Association (HPA) residents, and it would detrimentally impact both the natural beauty of the shoreline, and those residents who live so close to the building. This would add to the list of detrimental impacts that HPA residents already endure due to Noto's refusal to comply with ongoing City requirements to clean up the area surrounding the restaurant, storage of trash and other items only in the garage, no parking on the sand, etc. etc. Since 2018, we have had to live with cars parked on the beach, broken glass in the sand on the south side of the restaurant, construction debris outside the building, and grease all over the sidewalk from the grease dumpster which is required to be stored inside the garage. These are just a few items; the list is long. Ongoing complaints by multiple HPA residents over the years have not changed the situation.

We hope that the City Council can see that these ongoing practices, along with the ever-increasing footprint of Noto's on the beach, has had a very real negative impact on both our neighborhood and the public beach since 2018. The erection of a new large sign on the south wall of the restaurant will add to that.

Regarding Mr. Noto's statement that the sign is needed so that people are alerted that there is a restaurant on the beach, it is worth noting that the large building footprint in and of itself is an advertisement to motorists. Also, people searching for a restaurant typically search online for restaurant selections rather than driving around.

Please note that we are not opposed to the presence of the restaurant. Our family has owned our home in Highland Park since 1962, and we always enjoyed the Bil Mar restaurant presence and experience. Unfortunately, for reasons outlined above, we cannot say the same for Noto's restaurant.

We respectfully request that the City Council deny the request for a new sign, to avoid any further impact on the beach and our neighborhood.

Susan Swain Smith  
Kate Swain Martinez  
David Swain

# **Attachment D**



CITY OF GRAND HAVEN  
Finance Department  
519 Washington Avenue  
Grand Haven, MI 49417  
Phone: (616) 847-4893

TO: Ashley Latsch, City Manager  
FROM: Emily Greene, Finance Director EG  
DATE: November 21, 2024  
SUBJECT: Audit Financial Statements – Fiscal Year End 2024

---

At the Monday, December 2, 2024, City Council Work Session, Vredeveld Haefner LLC will present the City's annual financial report for the fiscal year end June 30, 2024. During the regular meeting, City Council will be asked to receive and place on file the audit report.

On Monday, November 18, 2024, the City of Grand Haven Audit Review Committee met with Mike Vredeveld, CPA and Vredeveld Haefner Partner, and Doug Vredeveld, CPA and Vredeveld Haefner Partner, Treasurer Nicholas Brown, Senior Accountant Annie Hamstra, you, and me to discuss the draft reports in detail. We discussed fiscal year experiences, changes, and the Financial Statements.

Below are a few notable details of the audit:

- City received a clean unmodified audit opinion
- Taxable values in 2023 increased 8.79% from the 2022 tax year, and tax revenue increased \$824,931, an increase of 10.11% from the prior year
- State revenue sharing increased \$39,358 from the prior year
- State of Michigan adult-use marijuana tax revenue distribution was \$59,086
- Local Community Stabilization Authority funds received were \$37,598 less than the prior year
- General Fund increased its Fund Balance by \$1,558,885 to \$9,089,694 (\$926k ARPA funds unearned revenue moved to grants was budgeted as transfer expense in error; \$160k Depot building damage auto insurance reimbursement not received in FY2023/24; some General Fund department expenses were under budget)
- Unassigned General Fund balance is \$4,677,407
- The City continues to provide financial and administrative support to the Grand Haven/Spring Lake Sewer Authority, Northwest Ottawa Water System, Northwest Ottawa Recreation Authority, Ottawa County Central Dispatch Authority, and Loutit District Library

Included are draft meeting minutes with additional details. Staff recommends approval to receive and place on file the annual audited June 30, 2024, financial reports at the December 2, 2024, Council meeting.

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
AUDIT REVIEW COMMITTEE  
NOVEMBER 18, 2024**

The Regular Meeting of the Audit Review Committee was called to order at 3:59 pm by Chairman Harvey in the City of Grand Haven Council Chambers.

**Present:** Chairman Steve Harvey, Mark Verstraete, Rosemary Zink, Mike Fritz, Bob Monetza

**Absent:** None

**Others Present:** Auditors: Doug Vredeveld, CPA and Partner; Mike Vredeveld, CPA  
Staff: Emily Greene, Finance Director; Nicholas Brown, Treasurer;  
Annie Hamstra, Senior Accountant; Ashley Latsch, City Manager

**APPROVAL OF MEETING MINUTES**

Motion by Zink, second by Fritz, to approve the minutes of the regular Audit Review Committee meeting of June 10, 2024, as submitted.

Ayes: 5

Nays: 0

**This motion carried.**

**APPROVAL OF AGENDA**

The Agenda was approved by the Audit Review Committee. Motion carried unanimously.

Ayes: 5

Nays: 0

**This motion carried.**

**NEW BUSINESS**

General discussion of the City draft audit received, prepared by Vredeveld Haefner CPAs:

As presented by Mike Vredeveld:

1. Overall the audit went well; Vredeveld Haefner offers a clean unmodified opinion.
  
2. No single audit was required this fiscal year, instead an Alternative Compliance Examination Engagement for Recipients was conducted. Within the Schedule of Expenditures of Federal Awards (SEFA) for FY2023/24, a majority of the expenditures, over \$750,000, were related to American Rescue Plan Act (ARPA) grant awards, and therefore, an alternative exam was sufficient in lieu of a single audit. Auditors provided the City with an independent accountant's report on compliance examination engagement in which auditors found that the City complied with the specified requirements of the federal awards.

3. Within the Governance Letter, the auditors provided a list of nine audit adjustments that were requested of City staff to correct for FY2023/24. Harvey commented this number of adjustments is not out of the ordinary.
4. Financial Statement for FY2023/24 provides the following:
  - a. Page 5, Management's Discussion and Analysis, gives broad overview of the major activity during the fiscal year.
  - b. Page 10, Economic Factors and Next Year's Budgets and Rates, Harvey requested changing the language related to increased revenue for Central Park Place due to rebranding to include restructuring of rental and rate schedules, for clarity.
  - c. Pages 13-15, Government Wide Statement, offers a longer term outlook and nothing out of the ordinary; noted pension liability annual adjustments are based on market forecasting, therefore ebbs and flows year to year.
  - d. Page 16, Governmental Funds Balance Sheet, states approximately \$4.6 million in unassigned Fund Balance, approximately \$1.5 million for future years' expenditures, which FY2024-25 intentionally budgeted at a deficit.
  - e. Page 18, Overview of the General Fund, nothing out of ordinary noted, and Board of Light and Power (BLP) financial figures are taken from the separate BLP audit and incorporated into the City financial statements.
  - f. Page 21, Proprietary Funds, noted deficit in Municipal Water Fund; per Audit Review Committee suggestion, staff adjusted fixed assets estimated life expectancies to adhere to industry standards. The Municipal Water and Sewer Funds had adjustments to reduce life expectancies of multiple assets, which resulted in an increased depreciation expense for FY2023/24 only.
  - g. Pages 23-26, Fiduciary and Component Funds, nothing out of the ordinary noted.
  - h. Pages 27-61, Notes on supplemental and background information, including:
    - i. Page 36, Excess of Expenditures Over Budget, nothing significant or extraordinary.
    - ii. Pages 37-38, Investment Itemization, low risk.
    - iii. Pages 39-40, Capital Assets, major projects completed increased assets in FY2023/24, such as Mulligan's Hollow Basketball Courts/Parking Lot Improvements, South Pier Outer Lighthouse Restoration, Howard Ave Water Main Replacement, Industrial Drive Lift Station Replacement, Fulton Avenue Phase II Reconstruction, Sanitary & Storm Sewer Rehabilitation, and multiple vehicle and equipment replacements in Motorpool.
    - iv. Page 41, Interfund Transfers, nothing of note.
    - v. Pages 42-44, Long Term Debt, City made all payments as scheduled.
    - vi. Pages 45-58, Pension & OPEB Liability, includes BLP information.
    - vii. Page 60, Tax Abatements, Industrial Facilities Exemption.
  - i. Page 64, Net Pension Liability, as of 12/31/23 the City is 63% funded, up from 61% in 2022.
  - j. Page 68, Net OPEB Liability, as of 6/30/24 the City is 33% funded, up from 22% in 2023.
  - k. Pages 73-100, Supplementary Information:

- i. Noted General Fund Schedule of Expenditures Budget and Actual provided with detailed breakdown by department.
  - ii. Noted City closed the Chinook Pier Rental Fund in FY2023/24 and transferred assets to the General Fund since buildings demolished in 2020.
  - iii. Noted Custodial Funds increased tax revenue partially stems from completed developments.
  - iv. Noted detailed schedule of Component Units.
  - v. Noted debt payments schedule.
5. Harvey inquired about policy for investments as he noted the lack of CDs; Brown responded as CDs and liquid investments were yielding the same rate or returns the City is currently opting for liquid investments and will continue to assess as rates change. Liquid investment accounts are held by MI Class and Huntington National Bank.
6. Zink inquired why the Chinook Pier Rental Fund was closed; Greene explained the previous Chinook Fund was related to rentals within the buildings that were demolished, and the new development will be a land lease to the developer who will manage the property. Having a separate Chinook Fund no longer necessary.
7. Harvey commented the audit seems to have been smoothly handled, appreciates there were modest corrections for the size of budgets managed, and noted the City also handles the finances for five other entities.
8. As a follow up from the spring meeting discussion about the Grand Landing Special Assessment, Greene indicated after extensive research the original entries were done to protect the City in case the property was not developed fully and taxable values did not increase. Since the property has been developed and taxable values have increased the Special Assessment was removed in FY2023/24.

The FY2023/24 draft audit was accepted by the Audit Review Committee.

City staff were excused at 4:43 pm so the Committee could meet with the auditor privately.

### **ADJOURNMENT**

After hearing no further business, Chairman Harvey adjourned the meeting at 4:50 pm.

Minutes prepared and submitted by: Emily Greene, Finance Director  
Annie Hamstra, Senior Accountant



# **CITY OF GRAND HAVEN, MICHIGAN**

## **FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED JUNE 30, 2024**



Vredeveld Haefner LLC  
CPAs and Consultants



# CITY OF GRAND HAVEN

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### INDEPENDENT AUDITORS' REPORT

November 18, 2024

Honorable Mayor and Members of the City Council  
City of Grand Haven, Michigan

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Grand Haven, Michigan (the City) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 11 and the required supplementary information on pages 63 through 71 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

#### ***Other Information***

Management is responsible for the other information included in the financial statements. The other information comprises the schedule of debt issued and outstanding but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 18, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

*Uredaxold Haefner LLC*

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## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

## Management's Discussion and Analysis

As management of the City of Grand Haven (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2024. We encourage readers to consider the information presented here in conjunction with additional information that is furnished in the financial statements and notes to the financial statements.

### Financial Highlights

- Property values continue to rise in Grand Haven, and the 2024 total taxable value increased over 9% from the prior tax year. Some of this increase is due to newly completed large development projects throughout the City. Additional projects around the City are on the horizon, which will also increase the City's total taxable value.
- State of Michigan Adult-Use Marijuana Tax revenue of \$59,086 was received in FY2024/25.
- The City was granted the State of Michigan's Drinking Water State Revolving Fund loan (through the Water Infrastructure Fund Transfer Act) for lead service line replacement work throughout the City. The City was required to obtain a \$3 million bond for the DWSRF project, which is forgivable when the work and documentation reporting are complete. This major work was scheduled to be completed in FY2023/24 but the completion date has been moved back to FY2024/25.
- The City received American Rescue Plan Act (ARPA) funds totaling \$1,160,915 in FY2021/22, with ARPA funds required to be allocated by 12/31/24 and expended by 12/31/26. Council obligated all ARPA funds to pay Harbor Island remediation expenditures; the remainder of ARPA funds are expected to be expended in FY2024/25.
- As part of the State of Michigan budget process, the City was awarded a Michigan Economic Development Corporation (MEDC) grant totaling \$2,500,000 for environmental mitigation work around a former industrial site. These funds are allocated for Harbor Island remediation. The initial disbursement of \$1,250,000 was received in FY2023/24 and booked as deferred revenue to begin using in FY2024/25. The second \$1,250,000 will be reimbursed to the City when costs have been appropriately expended. Funds are required to be expended by 09/30/28.
- Continuing to seek grant funding to help offset expenses, the Department of Public Safety was awarded a Bullet Proof Vests grant as well as a Body Worn Camera grant; the Department of Public Works was awarded a Drinking Water Asset Management (DWAM) grant and a Land and Water Conservation Fund (LWCF) grant for Mulligan's Hollow and Sluka Field improvements; Central Park Place was awarded MACC grants for capital improvements within the building.
- As of December 31, 2023, the Defined Benefit (DB) pension plan, through Municipal Employees' Retirement System (MERS), was funded at 67% for all divisions. The DB plan was closed to new employees hired on or after 07/01/22. Employees hired prior to 07/01/22 were given an option to convert to a Defined Contribution (DC) plan. Thirty percent of existing employees converted from the DB plan to the DC plan. The City set up a Surplus Division at MERS and contributed \$500,000 to begin offsetting the Unfunded Accrued Liabilities.
- Harbor Island has been utilized for waste disposal and industrial purposes for over 100 years. Beginning in FY2022/23, the City and Board of Light & Power started working with regulatory bodies and environmental consultants to identify and comply with requirements to navigate the co-mingled contaminants. Remediation of Harbor Island will be a multi-year endeavor, and City and BLP staff are committed to working together on this project.
- The City provides financial, human resources, and administrative support for the Grand Haven-Spring Lake Sewer Authority, Northwest Ottawa Water System, Northwest Ottawa Recreation Authority, Ottawa County Central Dispatch Authority and Loutit District Library.

### Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Grand Haven's financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

**Government-wide financial statements.** The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.



The *statement of net position* presents information on all of the City's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused compensated absences, accrued interest, etc.).

Both of the government-wide financial statements distinguish functions of the City of Grand Haven that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government administration, public safety, public works including major and local street construction and maintenance, culture and recreation, and debt service activities. The major business-type activities of the City consist primarily of Board of Light and Power, sewer, and water operations.

The government-wide financial statements include not only the City itself (known as the primary government), but also a legally separate Economic Development Corporation, Main Street Downtown Development Authority, and the Brownfield Redevelopment Authority for which the City is financially accountable. Financial information for these component units is reported separately from the financial information presented for the primary government itself.

**Fund financial statements.** A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

**Governmental funds.** *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General fund which is considered to be a major fund. Data is combined into a single aggregated presentation for the other governmental funds. Individual fund data for each of the non-major governmental funds is provided in the form of combining statements and schedules.

The City adopts an annual appropriated budget for its governmental funds. Budgetary comparison schedules have been provided herein for the General and special revenue funds to demonstrate compliance with those budgets.

**Proprietary funds.** The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its Board of Light and Power, sewer, water, and other operations. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its fleet of vehicles, insurance, and health benefits. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Board of Light and Power, water and sewer activities, all of which are considered to be major funds of the City. Data is combined into a single aggregated presentation for the other enterprise funds. Individual fund data for each of the non-major enterprise funds is provided in the form of combining statements and schedules.

**Fiduciary funds.** Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are *not* reflected in the government-wide financial statement because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

**Notes to the financial statements.** The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

**Other information.** In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* which includes this management discussion and analysis as well as major fund budgetary schedules, pension and other post-employment benefit schedules.

## Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Grand Haven, assets exceeded liabilities by \$126,012,941 at the close of the most recent fiscal year.

A portion of the City's net position reflects unrestricted net position which is available for future operation while a more significant portion of net position is invested in capital assets (e.g., land, buildings, vehicles, equipment and infrastructure), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

### Summary of Net Position

	Governmental Activities		Business-type Activities		Totals	
	2024	2023	2024	2023	2024	2023
Current and other assets	\$26,394,403	\$22,257,302	\$69,363,332	\$64,777,706	\$ 95,757,735	\$ 87,035,008
Capital assets	60,004,857	60,471,287	64,341,637	64,113,024	124,346,494	124,584,311
<b>Total assets</b>	<b>86,399,260</b>	<b>82,728,589</b>	<b>133,704,969</b>	<b>128,890,730</b>	<b>220,104,229</b>	<b>211,619,319</b>
Deferred outflows of resources	5,141,867	8,457,502	4,262,692	5,545,440	9,404,559	14,002,942
Current and other liabilities	5,011,092	3,949,241	5,919,290	6,605,196	10,930,382	10,554,437
Long-term liabilities	44,866,798	49,597,014	46,266,528	48,663,763	91,133,326	98,260,777
<b>Total liabilities</b>	<b>49,877,890</b>	<b>53,546,255</b>	<b>52,185,818</b>	<b>55,268,959</b>	<b>102,063,708</b>	<b>108,815,214</b>
Deferred inflows of resources	1,432,139	881,101	-	118,005	1,432,139	999,106
Net position						
Net investment in capital assets	49,963,209	49,099,594	55,797,831	56,473,054	105,761,040	105,572,648
Restricted	3,233,951	2,943,936	-	-	3,233,951	2,943,936
Unrestricted	(12,966,062)	(15,284,795)	29,984,012	22,576,152	17,017,950	7,291,357
<b>Total net position</b>	<b>\$40,231,098</b>	<b>\$36,758,735</b>	<b>\$85,781,843</b>	<b>\$79,049,206</b>	<b>\$126,012,941</b>	<b>\$115,807,941</b>

The net position of the City's governmental activities increased by \$3,472,363 which is primarily due to decrease in long term liability only partially offset by changes in deferred outflows and inflows. The business-type activities increase in net position of \$6,732,637 is primarily due to a decrease in the expenses for the Board of Light and Power.

### Summary of Activities

	Governmental Activities		Business-type Activities		Totals	
	2024	2023	2024	2023	2024	2023
<b>Revenue</b>						
Program revenue						
Charges for services	\$ 2,721,078	\$ 2,491,376	\$44,918,736	\$44,559,970	\$ 47,639,814	\$ 47,051,346
Operating grants and contributions	4,081,648	4,034,832	357,002	194,021	4,438,650	4,228,853
Capital grants and Contributions	572,603	748,489	690,161	2,177,332	1,262,764	2,925,821
General revenue						
Property taxes	11,501,930	10,433,373	-	-	11,501,930	10,433,373
State revenues	1,401,826	1,362,468	-	-	1,401,826	1,362,468
Unrestricted investment earnings	695,658	477,260	2,617,345	919,315	3,313,003	1,396,575
Other	242,703	1,417,239	-	-	242,703	1,417,239
<b>Total revenues</b>	<b>21,217,446</b>	<b>20,965,037</b>	<b>48,583,244</b>	<b>47,850,638</b>	<b>69,800,690</b>	<b>68,815,675</b>
<b>Expenses</b>						
General government	3,652,616	4,064,228	-	-	3,652,616	4,064,228
Public safety	6,891,487	8,138,722	-	-	6,891,487	8,138,722
Public works	6,458,261	8,977,714	-	-	6,458,261	8,977,714
Culture and recreation	2,724,148	1,972,918	-	-	2,724,148	1,972,918
Interest	314,076	353,678	-	-	314,076	353,678
Board of Light & Power	-	-	30,700,129	32,103,718	30,700,129	32,103,718
Municipal Sewer	-	-	3,098,042	2,798,020	3,098,042	2,798,020
Municipal Water	-	-	4,849,344	4,457,615	4,849,344	4,457,615
Other business-type	-	-	907,587	817,268	907,587	817,268
<b>Total expenses</b>	<b>20,040,588</b>	<b>23,507,260</b>	<b>39,555,102</b>	<b>40,176,621</b>	<b>59,595,690</b>	<b>63,683,881</b>
Change in net position before transfers	1,176,858	(2,542,223)	9,028,142	7,674,017	10,205,000	5,131,794
Transfers	2,295,505	2,113,395	(2,295,505)	(2,113,395)	-	-
Change in net position	3,472,363	(428,828)	6,732,637	5,560,622	10,205,000	5,131,794
<b>Net position-beginning of year</b>	<b>36,758,735</b>	<b>37,187,563</b>	<b>79,049,206</b>	<b>73,488,584</b>	<b>115,807,941</b>	<b>110,676,147</b>
<b>Net position-end of year</b>	<b>\$40,231,098</b>	<b>\$36,758,735</b>	<b>\$85,781,843</b>	<b>\$79,049,206</b>	<b>\$126,012,941</b>	<b>\$115,807,941</b>

**Governmental activities.** During the year the City invested \$6,458,261 or 32% of governmental activities expenses in public works. Public safety was \$6,891,487 or 34% of governmental activities expenses while general government, culture and recreation, and interest on long-term debt made up the remaining 34% of governmental activities expenses.

**Business-type activities.** Business-type activities increased the City's net position by \$6,732,637 for the current year. By comparison, business-type activities reported an increase in net position in the previous fiscal year of \$5,560,622. The primary reason for the increase is due to a decrease in the expenses for the Board of Light and Power.

## Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

**Governmental funds.** The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$16,768,813, an increase of \$2,986,313 in comparison with the prior year.

The General fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General fund was \$4,677,407 while total fund balance was \$9,089,694. As a measure of the General fund's liquidity, it may be useful to compare unassigned fund balance to total fund expenditures. The City Council has adopted a minimum fund balance policy in which the total fund balance of the General fund will be equal to at least 25 percent of the previous year's expenditures. At June 30, 2024, total fund balance represents 66 percent of total prior year General fund expenditures.

The fund balance of the City's General fund increased by \$1,558,885 during the current fiscal year.

**Proprietary funds.** The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Board of Light and Power, Municipal Sewer and Municipal Water funds at the end of the year amounted to \$25,496,426, \$1,626,403, and \$2,373,882 respectively. The Board of Light and Power had an increase of \$7,286,414, the Municipal Sewer fund had an increase of \$154,772, and the Municipal Water fund had a decrease of \$335,387 in net position for the year. Other factors concerning the finances of these funds have already been addressed in the discussion of the City's business-type activities.

## General Fund Budgetary Highlights

Differences between original and final budgets for the General fund were the result of the following:

- General Fund increased its fund balance by \$1,558,885 to \$9,089,694, higher than the amended budget projection of \$7,478,863. The difference includes Local Community Stabilization Act and Adult-Use Marijuana Tax revenue, which were anticipated but not guaranteed at budget time.
- Local Community Stabilization Authority tax revenue received was \$37,598 less than the prior year, a 4.05% decrease.
- State revenue sharing received was \$39,358 more than the prior year, a 2.89% increase.
- Tax revenue increased \$824,931, a 10.11% increase.
- Adult-Use Marijuana Tax revenue annual distribution received was \$59,086.
- Investment earnings increased \$114,045.
- Rental Housing Licenses revenue increased \$192,695.
- Building Permit revenue was \$416,203, a decrease of 11.95% from the prior year.
- Public Works administrative expenditures were \$91,492 under the amended budget for the year. Overall, all Public Works departments in the General Fund were under budget by \$166,536.
- Public Safety General Fund amended budget for expenditures was \$6,710,463; actual expenses were \$6,578,018 for the year.
- In the General Fund, the total Department of Public Safety MERS DB employer expense paid was \$1,176,189, which is 40% of the total General Fund MERS DB employer expense paid for the year.

## Capital Asset and Debt Administration

**Capital assets.** The City's investment in capital assets for its governmental and business type activities as of June 30, 2024, amounted to \$124,346,494 (net of accumulated depreciation).

The City's capital assets (net of depreciation) are summarized as follows:

<b>Capital Assets</b>			
	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
Land	\$ 8,774,744	\$ 359,871	\$ 9,134,615
Construction in progress	314,457	3,643,166	3,957,623
Structures & improvements	9,642,259	3,870,157	13,512,416
Machinery, equipment, vehicles & fixtures	3,974,057	157,028	4,131,085
Buildings	8,855,238	-	8,855,238
Parking facilities	3,434,411	-	3,434,411
Infrastructure	25,009,691	-	25,009,691
Transmission and distribution	-	55,030,443	55,030,443
General plant	-	1,280,972	1,280,972
<b>Total</b>	<b>\$60,004,857</b>	<b>\$64,341,637</b>	<b>\$124,346,494</b>

Additional information on the City of Grand Haven's capital assets can be found in Note 5 of these financial statements.

**Debt.** At the end of the current fiscal year, the City had total debt outstanding as follows:

<b>Debt</b>			
	<b>Governmental Activities</b>	<b>Business- type Activities</b>	<b>Total</b>
Public offering bonds	\$ 4,206,809	\$ 813,191	\$ 5,020,000
Direct placements and direct borrowings	5,565,284	-	5,565,284
Bond anticipation notes	-	20,300,000	20,300,000
Bond premiums	269,555	-	269,955
Accrued employee benefits	458,388	291,259	749,647
<b>Total</b>	<b>\$10,500,036</b>	<b>\$21,404,450</b>	<b>\$31,904,486</b>

Additional information on the City's long-term debt can be found in Note 8 of these financial statements.

## Economic Factors and Next Year's Budgets and Rates

The following factors were considered in preparing the City's budget for the 2024/25 fiscal year:

- We conservatively estimated property tax revenue to increase approximately 7% next tax year.
- The City's Fee Schedule was evaluated with changes to Short- and Long-Term Rental fees, Marina/Boat Launch fees, Cemetery fees, Airport fees, Central Park Place fees, and Building Permit fees to better reflect the cost of operations.
- Rebranding the Community Center to Central Park Place along with revision of the rental and rate schedule increased revenue in the current fiscal year by 52%. Staff continues to work toward increasing revenue to offset Central Park Place expenditures.
- The City continues to review health benefit costs with provider and third-party administrator. Each year adjustments are made to maintain the best benefit with the lowest possible employee and employer cost. Generally, a 10% increase in health care costs is budgeted.

- Increased costs for the MERS DB plans have been an ongoing concern for many years. The DB plan was closed to new employees hired on or after 07/01/22. Employees hired prior to 07/01/22 were given an option to convert to a Defined Contribution plan, and 30% of employees converted. Annual required employer contributions for the DB plan total approximately \$2.4 million. Additionally, the City budgeted to contribute \$600,000 to the MERS Surplus Division to continue offsetting the Unfunded Accrued Liabilities.
- With a healthy General Fund balance and continued projected slow but steady growth in General Fund revenue, the City's FY2024/25 budget is intentionally a deficit budget to tackle several previously deferred priority capital projects.

## Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information, contact us at 519 Washington Ave, Grand Haven, MI 49417, or as noted below:

Ashley Latsch  
City Manager  
616 847-4888  
[alatsch@grandhaven.org](mailto:alatsch@grandhaven.org)

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## **BASIC FINANCIAL STATEMENTS**



**CITY OF GRAND HAVEN**  
**STATEMENT OF NET POSITION**  
**JUNE 30, 2024**

	Primary Government			Component Units
	Governmental Activities	Business-Type Activities	Total	
<b>Assets</b>				
Cash and pooled investments	\$ 24,522,575	\$ 50,989,912	\$ 75,512,487	\$ 1,235,620
Accounts receivable	664,614	5,578,824	6,243,438	648,928
Due from other governments	582,770	12,145,291	12,728,061	7,384
Taxes receivable	35,051	-	35,051	1,314
Special assessments receivable	109,325	30,875	140,200	175,609
Internal balances	154,433	(154,433)	-	-
Advance to other funds	-	622,481	622,481	-
Contract receivable	-	-	-	994,583
Prepaid items	163,768	42,857	206,625	9,037
Inventory	161,867	107,525	269,392	-
Capital assets				
Land	8,774,744	359,871	9,134,615	-
Construction in progress	314,457	3,643,166	3,957,623	-
Depreciable capital assets, net	50,915,656	60,338,600	111,254,256	-
<b>Total assets</b>	<u>86,399,260</u>	<u>133,704,969</u>	<u>220,104,229</u>	<u>3,072,475</u>
<b>Deferred outflows of resources</b>				
Pension related	5,040,075	3,744,383	8,784,458	41,487
Other post-employment benefits related	59,779	518,309	578,088	-
Deferred charge on refunding	42,013	-	42,013	47,906
<b>Total deferred outflows of resources</b>	<u>5,141,867</u>	<u>4,262,692</u>	<u>9,404,559</u>	<u>89,393</u>
<b>Liabilities</b>				
Accounts payable	1,130,648	1,993,729	3,124,377	47,335
Accrued liabilities	209,433	1,368,989	1,578,422	-
Advance from other funds	622,481	-	622,481	-
Accrued interest payable	72,977	8,132	81,109	38,795
Unearned revenue	1,648,353	-	1,648,353	424,438
Debt due within one year	1,327,200	2,548,440	3,875,640	615,000
Noncurrent liabilities				
Accrued compensated absences	458,388	291,259	749,647	1,077
Asset retirement obligation	-	17,556,307	17,556,307	-
Other post-employment benefits obligation	4,378,337	1,224,276	5,602,613	-
Net pension liability	31,315,625	8,629,935	39,945,560	257,771
Bond premium	269,555	-	269,555	209,193
Due in more than one year	8,444,893	18,564,751	27,009,644	4,464,779
<b>Total liabilities</b>	<u>49,877,890</u>	<u>52,185,818</u>	<u>102,063,708</u>	<u>6,058,388</u>
<b>Deferred inflows of resources</b>				
Other post-employment benefits related	1,432,139	-	1,432,139	-
<b>Net position</b>				
Net investment in capital assets	49,963,209	55,797,831	105,761,040	-
Restricted for				
Streets	1,194,488	-	1,194,488	-
Capital projects	1,152,674	-	1,152,674	-
Permanent trust				
Cemetery - nonexpendable portion	886,789	-	886,789	-
Unrestricted (deficit)	(12,966,062)	29,984,012	17,017,950	(2,896,520)
<b>Total net position</b>	<u>\$ 40,231,098</u>	<u>\$ 85,781,843</u>	<u>\$ 126,012,941</u>	<u>\$ (2,896,520)</u>

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**

**STATEMENT OF ACTIVITIES**

**FOR THE YEAR ENDED JUNE 30, 2024**

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>		<u>Net (Expense) Revenue</u>	
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>		<u>Capital Grants and Contributions</u>
<b>Primary government</b>					
Governmental activities					
General government	\$ 3,652,616	\$ 1,169,514	\$ 1,050,418	\$ 403,208	\$ (1,029,476)
Public safety	6,891,487	295,108	10,302	-	(6,586,077)
Public works	6,470,083	845,574	3,020,928	1,048	(2,602,533)
Culture and recreation	2,724,148	410,882	-	168,347	(2,144,919)
Interest on long-term debt	314,076	-	-	-	(314,076)
<b>Total governmental activities</b>	<u>20,040,588</u>	<u>2,721,078</u>	<u>4,081,648</u>	<u>572,603</u>	<u>(12,665,259)</u>
Business-type activities					
Board of Light and Power	30,700,129	37,448,799	-	-	6,748,670
Sewer	3,098,042	3,402,380	6,083	-	310,421
Water	4,849,344	3,400,424	349,812	690,161	(408,947)
Other business-type activities	907,587	667,133	1,107	-	(239,347)
<b>Total business-type activities</b>	<u>39,555,102</u>	<u>44,918,736</u>	<u>357,002</u>	<u>690,161</u>	<u>6,410,797</u>
<b>Total primary government</b>	<u>\$ 59,595,690</u>	<u>\$ 47,639,814</u>	<u>\$ 4,438,650</u>	<u>\$ 1,262,764</u>	<u>\$ (6,254,462)</u>
<b>Component units</b>					
Economic Development Corporation	\$ 28,353	\$ -	\$ 14,282	\$ -	\$ (14,071)
Main Street Downtown Development Authority	249,414	-	34,482	-	(214,932)
Brownfield Redevelopment Authority	1,351,340	-	7,625	-	(1,343,715)
<b>Total component units</b>	<u>\$ 1,629,107</u>	<u>\$ -</u>	<u>\$ 56,389</u>	<u>\$ -</u>	<u>\$ (1,572,718)</u>

(Continued)

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**  
**STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Primary Government</u>			<u>Component Units</u>
	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>	
<b>Changes in net position</b>				
<b>Net (expense) revenue</b>	<u>\$ (12,665,259)</u>	<u>\$ 6,410,797</u>	<u>\$ (6,254,462)</u>	<u>\$ (1,572,718)</u>
General revenues				
Property taxes	11,501,930	-	11,501,930	2,327,820
State shared revenues	1,401,826	-	1,401,826	-
Unrestricted investment earnings	695,658	2,617,345	3,313,003	73,648
Other general revenues	242,703	-	242,703	34,687
Transfers - internal activities	<u>2,295,505</u>	<u>(2,295,505)</u>	<u>-</u>	<u>-</u>
Total general revenues and transfers	<u>16,137,622</u>	<u>321,840</u>	<u>16,459,462</u>	<u>2,436,155</u>
Change in net position	3,472,363	6,732,637	10,205,000	863,437
<b>Net position, beginning of year</b>	<u>36,758,735</u>	<u>79,049,206</u>	<u>115,807,941</u>	<u>(3,759,957)</u>
<b>Net position, end of year</b>	<u>\$ 40,231,098</u>	<u>\$ 85,781,843</u>	<u>\$ 126,012,941</u>	<u>\$ (2,896,520)</u>

(Concluded)

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**

**GOVERNMENTAL FUNDS  
BALANCE SHEET**

**JUNE 30, 2024**

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
<b>Assets</b>			
Cash and pooled investments	\$ 9,066,415	\$ 9,913,559	\$ 18,979,974
Accounts receivable	464,624	172,546	637,170
Due from other governments	251,196	331,182	582,378
Taxes receivable	29,061	5,990	35,051
Special assessments receivable	98,358	10,967	109,325
Due from other funds	163,120	-	163,120
Prepaid items	46,352	8,071	54,423
Inventory	22,295	87,438	109,733
	<u>          </u>	<u>          </u>	<u>          </u>
<b>Total assets</b>	<b><u>\$ 10,141,421</u></b>	<b><u>\$ 10,529,753</u></b>	<b><u>\$ 20,671,174</u></b>
<b>Liabilities, deferred inflows and fund balances</b>			
<b>Liabilities</b>			
Accounts payable	\$ 501,727	\$ 595,441	\$ 1,097,168
Accrued liabilities	159,795	5,899	165,694
Advance from other funds	-	622,481	622,481
Due to other funds	59,560	11,821	71,381
Unearned revenue	39,145	1,603,358	1,642,503
	<u>          </u>	<u>          </u>	<u>          </u>
<b>Total liabilities</b>	<b><u>760,227</u></b>	<b><u>2,839,000</u></b>	<b><u>3,599,227</u></b>
<b>Deferred inflows of resources</b>			
Unavailable revenue	291,500	11,634	303,134
	<u>          </u>	<u>          </u>	<u>          </u>
<b>Fund balances</b>			
Non-spendable			
Prepaid items	46,352	8,071	54,423
Permanent fund corpus	-	886,789	886,789
Inventory	22,295	87,438	109,733
Restricted			
Streets	-	1,100,592	1,100,592
Public works	-	2,815,915	2,815,915
Public safety K-9	2,428	-	2,428
Committed			
Capital projects	-	2,780,314	2,780,314
Budget stabilization	2,782,692	-	2,782,692
Assigned			
Future years expenditures	1,558,520	-	1,558,520
Unassigned	4,677,407	-	4,677,407
	<u>          </u>	<u>          </u>	<u>          </u>
<b>Total fund balances</b>	<b><u>9,089,694</u></b>	<b><u>7,679,119</u></b>	<b><u>16,768,813</u></b>
	<u>          </u>	<u>          </u>	<u>          </u>
<b>Total liabilities, deferred inflows and fund balances</b>	<b><u>\$ 10,141,421</u></b>	<b><u>\$ 10,529,753</u></b>	<b><u>\$ 20,671,174</u></b>

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**

**RECONCILIATION OF FUND BALANCE ON THE BALANCE SHEET  
FOR GOVERNMENTAL FUNDS TO NET POSITION OF  
GOVERNMENTAL ACTIVITIES ON THE STATEMENT OF NET POSITION**

**JUNE 30, 2024**

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**Fund balances - total governmental funds** \$ 16,768,813

Amounts reported for *governmental activities* in the statement of net position are different because:

Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.

Add - land	8,774,744
Add - construction in progress	304,207
Add - capital assets (net of accumulated depreciation)	47,471,393

Certain assets are not due and receivable in the current period and therefore are offset with unavailable revenue in the funds.

Add - long-term deferred receivables	303,134
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Internal service funds are used by management to charge the costs of centralized services, to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities.

Add - net position of governmental activities accounted for in the internal service funds	8,351,758
---	-----------

Certain liabilities are not due and payable in the current period and therefore are not reported in the funds.

Deduct - compensated absences payable	(455,679)
Deduct - other post-employment benefits	(4,254,839)
Deduct - long-term debt	(9,772,093)
Deduct - bond premium	(269,555)
Deduct - net pension liability	(30,481,587)
Add - deferred charge on refunding	42,013
Add - deferred inflows and outflows related to pension	4,905,841
Add - deferred inflows and outflows related to OPEB	(1,384,075)
Deduct - accrued interest on long-term debt	(72,977)

**Net position of governmental activities** \$ 40,231,098

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**

**GOVERNMENTAL FUNDS  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES**

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total</u>
<b>Revenues</b>			
Taxes	\$ 9,031,742	\$ 2,473,185	\$ 11,504,927
Intergovernmental revenues			
Federal	23,966	903,693	927,659
State	1,417,128	1,865,642	3,282,770
Local	38,017	765,670	803,687
Special assessments	17,341	30,052	47,393
Licenses and permits	1,009,309	-	1,009,309
Charges for services	2,558,340	1,048	2,559,388
Fines	81,376	245	81,621
Investment earnings	497,359	198,299	695,658
Miscellaneous	250,285	88,874	339,159
	<u>14,924,863</u>	<u>6,326,708</u>	<u>21,251,571</u>
<b>Total revenues</b>			
<b>Expenditures</b>			
Current			
General government	3,364,879	-	3,364,879
Public safety	6,578,018	-	6,578,018
Public works	2,147,783	2,425,969	4,573,752
Culture and recreation	1,806,494	200,047	2,006,541
Debt service			
Principal	19,088	1,253,375	1,272,463
Interest	11,478	348,929	360,407
Capital outlay	-	2,343,132	2,343,132
	<u>13,927,740</u>	<u>6,571,452</u>	<u>20,499,192</u>
<b>Total expenditures</b>			
Revenues over (under) expenditures	<u>997,123</u>	<u>(244,744)</u>	<u>752,379</u>
Other financing sources (uses)			
Transfers in	2,807,639	4,191,452	6,999,091
Transfers out	<u>(2,245,877)</u>	<u>(2,519,280)</u>	<u>(4,765,157)</u>
Total other financing sources (uses)	<u>561,762</u>	<u>1,672,172</u>	<u>2,233,934</u>
Net changes in fund balances	1,558,885	1,427,428	2,986,313
<b>Fund balances, beginning of year</b>	<u>7,530,809</u>	<u>6,251,691</u>	<u>13,782,500</u>
<b>Fund balances, end of year</b>	<u>\$ 9,089,694</u>	<u>\$ 7,679,119</u>	<u>\$ 16,768,813</u>

The accompanying notes are an integral part of these financial statements.

# CITY OF GRAND HAVEN

## RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2024

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<b>Net changes in fund balances - total governmental funds</b>	<b>\$ 2,986,313</b>
--	---------------------

Amounts reported for *governmental activities* in the statement of activities are different because

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets are allocated over their estimated useful lives and reported as depreciation expense.

Add - capital outlay	2,175,399
Add - value of donated capital assets	28,300
Deduct - depreciation expense	(3,357,593)

Certain receivables are long-term in nature and are collectable over several years. However only the current year's receipts are reflected as revenues on the fund statements.

Deduct - decrease in unavailable revenues	(48,143)
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Bond or note proceeds provide current financial resources to governmental funds in the period issued, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond or note principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.

Add - principal payments on debt	1,272,463
Deduct - amortization of deferred bond refunding costs	(19,960)
Add - bond premium amortization	57,582

Some expenses and changes in deferred items reported in the statement of activities do not require the use of current financial resources and therefore are not reported in the funds.

Add - decrease in accrued employee benefits	21,996
Add - decrease in net pension liability	586,651
Deduct - decrease in deferred outflows	(4,675,944)
Add - decrease in deferred inflows	860,145
Add - decrease in other post-employment benefit liability	2,812,603
Add - decrease in accrued interest	8,709

Internal service funds are used by management to charge the costs of certain services to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities.

Deduct - decrease in net position from the internal service funds	<u>763,842</u>
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<b>Change in net position of governmental activities</b>	<b><u>\$ 3,472,363</u></b>
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The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**  
**PROPRIETARY FUNDS**  
**STATEMENT OF NET POSITION**

JUNE 30, 2024

	Enterprise Funds				Enterprise Fund Total	Governmental Activities
	Board of Light and Power	Municipal Sewer	Municipal Water	Nonmajor Enterprise Funds		Internal Service Funds
<b>Assets</b>						
Current assets						
Cash and pooled investments	\$ 44,544,920	\$ 2,272,978	\$ 3,483,794	\$ 688,220	\$ 50,989,912	\$ 5,542,601
Accounts receivable	4,316,798	598,426	639,586	24,014	5,578,824	27,444
Due from other governments	12,043,361	-	94,250	7,680	12,145,291	392
Special assessments receivable	-	30,875	-	-	30,875	-
Due from other funds	-	8,500	8,575	27	17,102	82,331
Advance to other funds	622,481	-	-	-	622,481	-
Prepaid items	3,870	14,749	20,383	3,855	42,857	109,345
Inventory	-	5,944	101,581	-	107,525	52,134
<b>Total current assets</b>	<u>61,531,430</u>	<u>2,931,472</u>	<u>4,348,169</u>	<u>723,796</u>	<u>69,534,867</u>	<u>5,814,247</u>
Noncurrent assets						
Capital assets						
Land	78,849	5,260	-	275,762	359,871	-
Construction in progress	2,856,068	738,235	48,863	-	3,643,166	10,250
Depreciable capital assets, net	35,379,940	8,219,022	12,814,494	3,925,144	60,338,600	3,444,263
<b>Total noncurrent assets</b>	<u>38,314,857</u>	<u>8,962,517</u>	<u>12,863,357</u>	<u>4,200,906</u>	<u>64,341,637</u>	<u>3,454,513</u>
<b>Total assets</b>	<u>99,846,287</u>	<u>11,893,989</u>	<u>17,211,526</u>	<u>4,924,702</u>	<u>133,876,504</u>	<u>9,268,760</u>
<b>Deferred outflows of resources</b>						
Pension related	3,239,279	168,599	302,924	33,581	3,744,383	134,234
Other post-employment benefits related	497,525	6,153	10,125	4,506	518,309	11,715
<b>Total deferred outflows of resources</b>	<u>3,736,804</u>	<u>174,752</u>	<u>313,049</u>	<u>38,087</u>	<u>4,262,692</u>	<u>145,949</u>
<b>Liabilities</b>						
Current liabilities						
Accounts payable	1,452,797	293,931	223,565	23,436	1,993,729	33,480
Accrued liabilities	1,352,244	4,579	5,714	6,452	1,368,989	43,739
Accrued interest payable	-	-	8,132	-	8,132	-
Due to other funds	159,548	5,371	4,263	2,353	171,535	19,637
Unearned revenue	-	-	-	-	-	5,850
Current portion of long-term debt	2,400,000	-	148,440	-	2,548,440	-
<b>Total current liabilities</b>	<u>5,364,589</u>	<u>303,881</u>	<u>390,114</u>	<u>32,241</u>	<u>6,090,825</u>	<u>102,706</u>
Long-term liabilities						
Accrued compensated absences	260,479	14,509	12,626	3,645	291,259	2,709
Asset retirement obligation	17,556,307	-	-	-	17,556,307	-
Net pension liability	5,491,563	1,047,556	1,882,163	208,653	8,629,935	834,038
Other post-employment benefits obligation	929,482	113,875	150,873	30,046	1,224,276	123,498
Bonds payable, net of current portion	17,900,000	-	664,751	-	18,564,751	-
<b>Total long-term liabilities</b>	<u>42,137,831</u>	<u>1,175,940</u>	<u>2,710,413</u>	<u>242,344</u>	<u>46,266,528</u>	<u>960,245</u>
<b>Total liabilities</b>	<u>47,502,420</u>	<u>1,479,821</u>	<u>3,100,527</u>	<u>274,585</u>	<u>52,357,353</u>	<u>1,062,951</u>
<b>Net position</b>						
Net investment in capital assets	30,584,242	8,962,517	12,050,166	4,200,906	55,797,831	3,454,513
Unrestricted	25,496,429	1,626,403	2,373,882	487,298	29,984,012	4,897,245
<b>Total net position</b>	<u>\$ 56,080,671</u>	<u>\$ 10,588,920</u>	<u>\$ 14,424,048</u>	<u>\$ 4,688,204</u>	<u>\$ 85,781,843</u>	<u>\$ 8,351,758</u>

The accompanying notes are an integral part of these financial statements.



**CITY OF GRAND HAVEN**  
**PROPRIETARY FUNDS**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	Enterprise Funds				Enterprise Fund Total	Governmental Activities
	Board of Light and Power	Municipal Sewer	Municipal Water	Nonmajor Enterprise Funds		Internal Service Funds
<b>Operating revenues</b>						
Charges for services	\$ 36,495,762	\$ 3,402,380	\$ 3,400,424	\$ 665,960	\$ 43,964,526	\$ 4,023,671
Employer contributions	-	-	-	-	-	958,588
<b>Total operating revenue</b>	<u>36,495,762</u>	<u>3,402,380</u>	<u>3,400,424</u>	<u>665,960</u>	<u>43,964,526</u>	<u>4,982,259</u>
<b>Operating expenses</b>						
Operating costs and expenses	19,508,682	2,228,610	2,175,954	615,911	24,529,157	3,335,998
Insurance payments	-	-	-	-	-	505,316
Distribution	4,844,769	-	-	-	4,844,769	-
Customer accounts	710,774	-	-	-	710,774	-
Administrative and general	2,399,590	441,062	744,138	16,553	3,601,343	188,022
Depreciation	2,080,300	375,098	1,877,692	272,578	4,605,668	530,990
<b>Total operating expenses</b>	<u>29,544,115</u>	<u>3,044,770</u>	<u>4,797,784</u>	<u>905,042</u>	<u>38,291,711</u>	<u>4,560,326</u>
Operating income (loss)	<u>6,951,647</u>	<u>357,610</u>	<u>(1,397,360)</u>	<u>(239,082)</u>	<u>5,672,815</u>	<u>421,933</u>
Non-operating revenues (expenses)						
Gain (loss) on disposal/demolition	(816,314)	-	-	(2,545)	(818,859)	140,478
Mitigation surcharge	953,037	-	-	-	953,037	-
Investment earnings	2,391,409	100,605	115,578	9,753	2,617,345	88,184
Other	-	6,083	349,812	2,280	358,175	51,676
Interest expense	(339,700)	(53,272)	(51,560)	-	(444,532)	-
<b>Total non-operating revenues (expenses)</b>	<u>2,188,432</u>	<u>53,416</u>	<u>413,830</u>	<u>9,488</u>	<u>2,665,166</u>	<u>280,338</u>
Income (loss) before other items	<u>9,140,079</u>	<u>411,026</u>	<u>(983,530)</u>	<u>(229,594)</u>	<u>8,337,981</u>	<u>702,271</u>
Transfers and other items						
Contribution in aid of construction	-	-	690,161	-	690,161	-
Transfers in	-	-	91,216	-	91,216	64,868
Transfers out	(1,853,665)	(256,254)	(133,234)	(143,568)	(2,386,721)	(3,297)
<b>Total transfers and other items</b>	<u>(1,853,665)</u>	<u>(256,254)</u>	<u>648,143</u>	<u>(143,568)</u>	<u>(1,605,344)</u>	<u>61,571</u>
Changes in net position	7,286,414	154,772	(335,387)	(373,162)	6,732,637	763,842
<b>Net position, beginning of year</b>	<u>48,794,257</u>	<u>10,434,148</u>	<u>14,759,435</u>	<u>5,061,366</u>	<u>79,049,206</u>	<u>7,587,916</u>
<b>Net position, end of year</b>	<u>\$ 56,080,671</u>	<u>\$ 10,588,920</u>	<u>\$ 14,424,048</u>	<u>\$ 4,688,204</u>	<u>\$ 85,781,843</u>	<u>\$ 8,351,758</u>

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**

**PROPRIETARY FUNDS  
STATEMENT OF CASH FLOWS**

**FOR THE YEAR ENDED JUNE 30, 2024**

	Enterprise Funds				Enterprise Fund Total	Governmental
	Board of Light and Power	Municipal Sewer	Municipal Water	Nonmajor Enterprise Funds		Internal Service Funds
<b>Cash flows from operating activities</b>						
Receipts from internal services provided	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,974,757
Receipts from customers and users	36,596,701	3,346,799	5,755,862	658,515	46,357,877	-
Payments to employees	(4,228,349)	(303,646)	(544,227)	(200,663)	(5,276,885)	(242,065)
Payments to suppliers	(24,652,776)	(2,182,488)	(2,907,894)	(401,959)	(30,145,117)	(1,663,780)
Claims paid	-	-	-	-	-	(2,023,762)
<b>Net cash provided by (used in) operating activities</b>	<u>7,715,576</u>	<u>860,665</u>	<u>2,303,741</u>	<u>55,893</u>	<u>10,935,875</u>	<u>1,045,150</u>
<b>Cash flows from non-capital financing activities</b>						
Transfers in	-	-	91,216	-	91,216	64,868
Transfers out	(1,853,269)	(256,254)	(133,234)	(115,268)	(2,358,025)	(3,297)
<b>Net cash provided by (used in) non-capital financing activities</b>	<u>(1,853,269)</u>	<u>(256,254)</u>	<u>(42,018)</u>	<u>(115,268)</u>	<u>(2,266,809)</u>	<u>61,571</u>
<b>Cash flows from capital and related financing activities</b>						
Proceeds from sale of capital assets	-	-	-	-	-	148,061
Interest paid on long-term debt	(358,660)	(53,272)	(53,001)	-	(464,933)	-
Special assessments receivable	-	8,413	-	-	8,413	-
Mitigation surcharge	953,037	-	-	-	953,037	-
Contribution in aid of construction	-	-	690,161	-	690,161	-
Principal paid on long-term debt	(2,400,000)	-	(144,137)	-	(2,544,137)	-
Asset retirement	(142,525)	-	-	-	(142,525)	-
Acquisitions of capital assets	(3,134,759)	(761,089)	(870,395)	(105,368)	(4,871,611)	(1,226,037)
<b>Net cash provided by (used in) capital and related financing activities</b>	<u>(5,082,907)</u>	<u>(805,948)</u>	<u>(377,372)</u>	<u>(105,368)</u>	<u>(6,371,595)</u>	<u>(1,077,976)</u>
<b>Cash flows from investing activities</b>						
Interest received	2,391,409	100,605	115,578	9,753	2,617,345	88,184
<b>Net increase (decrease) in cash and pooled investments</b>	<u>3,170,809</u>	<u>(100,932)</u>	<u>1,999,929</u>	<u>(154,990)</u>	<u>4,914,816</u>	<u>116,929</u>
<b>Cash and pooled investments, beginning of year</b>	<u>41,374,111</u>	<u>2,373,910</u>	<u>1,483,865</u>	<u>843,210</u>	<u>46,075,096</u>	<u>5,425,672</u>
<b>Cash and pooled investments, end of year</b>	<u>\$ 44,544,920</u>	<u>\$ 2,272,978</u>	<u>\$ 3,483,794</u>	<u>\$ 688,220</u>	<u>\$ 50,989,912</u>	<u>\$ 5,542,601</u>
<b>Cash flows from operating activities</b>						
Operating income (loss)	\$ 6,951,647	\$ 357,610	\$ (1,397,360)	\$ (239,082)	\$ 5,672,815	\$ 421,933
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities						
Depreciation	2,080,300	375,098	1,877,692	272,578	4,605,668	530,990
Miscellaneous revenue	-	6,083	349,812	2,280	358,175	51,676
Deferred outflows of resources for pension	1,393,604	91,154	183,774	10,963	1,679,495	51,856
Deferred outflows of resources for OPEB	(420,369)	11,811	11,811	-	(396,747)	14
Deferred inflows of resources for pension	-	(29,252)	(54,810)	(5,016)	(89,078)	(20,956)
Deferred inflows of resources for OPEB	(28,927)	-	-	-	(28,927)	-
Change in operating assets and liabilities which provided (used) cash						
Accounts receivable	(10,626)	(53,164)	(68,881)	(2,837)	(135,508)	(7,610)
Due from other funds	97,701	(8,500)	(8,575)	1,473	82,099	(59,417)
Due from other governmental units	(1,727,092)	-	2,083,082	(6,081)	349,909	(325)
Prepaid items	(3,870)	3,280	1,861	(911)	360	(27,137)
Inventory	-	179	16,792	-	16,971	4,954
Accounts payable	(287,298)	146,450	(564,342)	(8,268)	(713,458)	740
Accrued liabilities	(40,973)	(165)	62	682	(40,394)	(2,870)
Other liabilities	111,565	-	-	-	111,565	-
Unearned revenue	-	-	-	-	-	5,850
Due to component units	-	(13,403)	(14,119)	-	(27,522)	-
Due to other governmental units	-	-	-	-	-	19,637
Due to other funds	-	1,873	3,069	1,608	6,550	-
Compensated absences	(18,881)	(2,263)	(1,471)	1,040	(21,575)	(1,251)
Net pension liability	(809,799)	(9,036)	(97,567)	27,464	(888,938)	77,086
Net OPEB obligation	428,594	(17,090)	(17,089)	-	394,415	(20)
<b>Net cash provided by (used in) operating activities</b>	<u>\$ 7,715,576</u>	<u>\$ 860,665</u>	<u>\$ 2,303,741</u>	<u>\$ 55,893</u>	<u>\$ 10,935,875</u>	<u>\$ 1,045,150</u>

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**  
**FIDUCIARY FUNDS**  
**STATEMENT OF NET POSITION**

**FOR THE YEAR ENDED JUNE 30, 2024**

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	<b>Retiree Health Care</b>	<b>BLP OPEB Trust Fund</b>	<b>Custodial Funds</b>
<b>Assets</b>			
Cash and pooled investments	\$ -	\$ -	\$ 2,360,541
Funds on deposit with MERS	<u>2,341,609</u>	<u>698,740</u>	<u>-</u>
<b>Total assets</b>	<u>2,341,609</u>	<u>698,740</u>	<u>2,360,541</u>
<b>Liabilities</b>			
Accounts payable	<u>-</u>	<u>-</u>	<u>174</u>
<b>Total liabilities</b>	<u>-</u>	<u>-</u>	<u>174</u>
<b>Net position</b>			
Restricted for post-employment benefits	2,341,609	698,740	-
Unrestricted	<u>-</u>	<u>-</u>	<u>2,360,367</u>
<b>Total net position</b>	<u>\$ 2,341,609</u>	<u>\$ 698,740</u>	<u>\$ 2,360,367</u>

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**  
**FIDUCIARY FUNDS**  
**STATEMENT OF CHANGES IN NET POSITION**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	<b>Retiree Health Care</b>	<b>BLP OPEB Trust Fund</b>	<b>Custodial Funds</b>
<b>Additions</b>			
Employer contributions	\$ -	\$ 224,869	\$ -
Investment earnings (loss)	213,757	63,786	-
Property taxes collected for other governments	-	-	24,478,595
Charges for services and non-operating receipts	-	-	3,921,560
<b>Total additions</b>	<u>213,757</u>	<u>288,655</u>	<u>28,400,155</u>
<b>Deductions</b>			
Health insurance premiums	-	224,869	-
Taxes to other governments	-	-	24,478,595
Operating costs and non-operating expenses	-	-	4,196,759
<b>Total deductions</b>	<u>-</u>	<u>224,869</u>	<u>28,675,354</u>
Changes in net position	213,757	63,786	(275,199)
<b>Net position, beginning of year, as restated</b>	<u>2,127,852</u>	<u>634,954</u>	<u>2,635,566</u>
<b>Net position, end of year</b>	<u>\$ 2,341,609</u>	<u>\$ 698,740</u>	<u>\$ 2,360,367</u>

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**  
**COMPONENT UNITS**  
**COMBINING STATEMENT OF NET POSITION**  
**JUNE 30, 2024**

	<u>Economic Development Corporation</u>	<u>Main Street Downtown Development Authority</u>	<u>Brownfield Redevelopment Authority</u>	<u>Total</u>
<b>Assets</b>				
Cash and pooled investments	\$ 83,389	\$ 703,659	\$ 448,572	\$ 1,235,620
Accounts receivable	201,554	27,936	419,438	648,928
Due from other governments	-	-	7,384	7,384
Taxes receivable	-	581	733	1,314
Special assessments receivable	-	175,609	-	175,609
Contract receivable	-	994,583	-	994,583
Prepaid items	7,200	1,837	-	9,037
<b>Total assets</b>	<u>292,143</u>	<u>1,904,205</u>	<u>876,127</u>	<u>3,072,475</u>
<b>Deferred outflows of resources</b>				
Pension related	-	41,487	-	41,487
Deferred charge on refunding	-	47,906	-	47,906
<b>Total deferred outflows of resources</b>	<u>-</u>	<u>89,393</u>	<u>-</u>	<u>89,393</u>
<b>Liabilities</b>				
Accounts payable	-	5,898	41,437	47,335
Accrued interest	-	38,795	-	38,795
Unearned revenue	-	5,000	419,438	424,438
Debt due within one year	-	615,000	-	615,000
Noncurrent liabilities				
Accrued compensated absences	-	1,077	-	1,077
Net pension liability	-	257,771	-	257,771
Bond premium	-	209,193	-	209,193
Debt due in more than one year	-	4,075,000	389,779	4,464,779
<b>Total liabilities</b>	<u>-</u>	<u>5,207,734</u>	<u>850,654</u>	<u>6,058,388</u>
<b>Net position (deficit)</b>				
Unrestricted	<u>\$ 292,143</u>	<u>\$ (3,214,136)</u>	<u>\$ 25,473</u>	<u>\$ (2,896,520)</u>

The accompanying notes are an integral part of these financial statements.

**CITY OF GRAND HAVEN**  
**COMPONENT UNITS**  
**COMBINING STATEMENT OF ACTIVITIES**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Economic Development Corporation</u>	<u>Main Street Downtown Development Authority</u>	<u>Brownfield Redevelopment Authority</u>	<u>Total</u>
<b>Expenses</b>				
Economic Development Corp	\$ 28,353	\$ -	\$ -	\$ 28,353
Main Street Downtown Development Authority	-	249,414	-	249,414
Brownfield Redevelopment Authority	-	-	1,351,340	1,351,340
<b>Total expenses</b>	<u>28,353</u>	<u>249,414</u>	<u>1,351,340</u>	<u>1,629,107</u>
<b>Revenues</b>				
Program revenues				
Operating grants and contributions	14,282	34,482	7,625	56,389
General revenues				
Property taxes	-	1,019,393	1,308,427	2,327,820
Unrestricted investment earnings	6,173	45,818	21,657	73,648
Miscellaneous	108	33,190	1,389	34,687
<b>Total revenues</b>	<u>20,563</u>	<u>1,132,883</u>	<u>1,339,098</u>	<u>2,492,544</u>
Change in net position	(7,790)	883,469	(12,242)	863,437
<b>Net position (deficit), beginning of year</b>	<u>299,933</u>	<u>(4,097,605)</u>	<u>37,715</u>	<u>(3,759,957)</u>
<b>Net position (deficit), end of year</b>	<u>\$ 292,143</u>	<u>\$ (3,214,136)</u>	<u>\$ 25,473</u>	<u>\$ (2,896,520)</u>

The accompanying notes are an integral part of these financial statements.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2024

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### 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Grand Haven, Michigan (the City) was established in 1837 and incorporated in 1867 under the provisions of Act 279, P.A. 1909, as amended. The City operates under a council-manager form of government and provides services as authorized by its charter.

The accounting policies of the City conform to generally accepted accounting principles as applicable to governments. The following is a summary of the significant policies.

#### ***Reporting Entity***

These financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate entities are, in substance, part of the City's operations, so data from these units are combined with data of the primary government. The City has one blended component unit. Discretely presented component units are reported in separate columns in the government-wide financial statements to emphasize they are legally separate from the City.

#### ***Blended Component Unit***

The City of Grand Haven Building Authority was established on April 12, 1993 under State Law (Act 31 of 1948, as amended) to effect improvements within the City. The Building Authority is a blended component unit as its relationship with the City permeates the financial operations of the City. The Building Authority's governing body is selected by City Council and currently includes the City Manager, the City Clerk and the Finance Director. A separate report is not prepared for the Building Authority. The Building Authority paid the final debt service payment on the community center building authority bond in October 2014. The Building Authority is currently inactive but is available for future use as necessary.

#### ***Discretely Presented Component Units***

The **Economic Development Corporation** (the Corporation) was created to provide means and methods for the encouragement and assistance of industrial and commercial enterprises in relocating, purchasing, constructing, improving, or expanding within the City so as to provide needed services and facilities of such enterprises to the residents of the City. The Corporation's governing body, which consists of 9 individuals, is selected by the City Council.

The **Main Street Downtown Development Authority** (MSDDA) operates to correct and prevent deterioration in the downtown district, encourage historical preservation, and to promote economic growth within the downtown district. The Authority's governing body, which consists of 10 individuals, is selected by the City Council.

Recommended in December 2004, the City Council adopted the MSDDA's Tax Increment Financing (TIF) and Development Plan which set forth guidelines for downtown public improvements. In January 2006, the City issued \$3,345,000 in Downtown TIF bonds for the first project series, being improvements to parking lots on Franklin Street between Harbor Avenue and Third Street. This bond was refunded in 2015 and final payment will be made in fiscal year 2027.

In October 2009, to provide funding for reconstruction of utilities and Washington Avenue, a \$5,600,000 Capital Improvement (Recovery Zone Economic Development Bond) was issued with a Standard and Poor's "AA" rating at 5.6%. The effective municipal interest cost of the bond was 3.12%. The Federal Government will pay 45% of the annual interest costs over the life of the bond.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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Funds for debt service will be drawn from the MSDDA taxation, streets, water and sewer funds as needed. The 2009 bond was refunded in 2019 and final payment will be made in fiscal year 2034.

The **Brownfield Redevelopment Authority** (the Brownfield) was created to account for the redevelopment of environmentally contaminated and other underutilized sites within the City. The Brownfield's governing body, which consists of 9 individuals, is selected by the City Council.

The Brownfield Redevelopment Authority assisted razing the Grand Haven Brass Foundry and constructing the Grand Haven Boat Storage facility in fiscal year 2005-06. Public infrastructure reconstruction costs were paid by a \$710,000 Brownfield Tax Increment Financing Bond issued March 31, 2005. Payments of principal and interest on the bond from tax revenue began in October 2005 and continued to October 2017.

In 2006, the Brownfield Redevelopment Authority assisted with the sale of City-owned property to Grand Landing, LLC, on the City's north end. Public infrastructure reconstruction was supported by a \$15,095,000 Brownfield Tax Increment Financing Bond issued October 10, 2006. Payments of principal and interest on the bond from tax revenue began in May 2007 and continued to November 2021. The Brownfield Redevelopment Authority created three internal funds to account for project and debt service costs including a special revenue fund to account for tax and interest revenue, a debt service fund to account for principal and interest payments and a capital projects fund to account for construction costs. In the summer of 2012, the property was sold to Redstar Development, LLC after the bankruptcy of Grand Landing, LLC. The City completed its public infrastructure improvements. No future public investment on the property is anticipated at this time.

The Brownfield Redevelopment Authority maintains a single sub-fund to consider future Brownfield projects within the City. This fund receives transfers from the Economic Development Corporation (EDC) to cover its costs. As new projects are considered, the EDC may be reimbursed for costs leading up to new projects, however, no guarantee of reimbursement is noted. If no project is forthcoming from certain costs, the EDC is not anticipated to be reimbursed.

Condensed financial statements for each of the discretely presented component units are included in the government-wide financial statements. Complete financial statements of the individual component units can be obtained from their respective administrative offices at 519 Washington, Grand Haven, MI 49417 or on the City's website [www.grandhaven.org](http://www.grandhaven.org).

#### **Joint Ventures**

The City participates in the following activities, which are considered to be joint ventures in relation to the City due to the formation of an organization by contractual agreement between two or more participants that maintain joint control, financial interest, and fiscal responsibility.

The City is a member of the Grand Haven – Spring Lake Sewer Authority (the Authority). The City can appoint two members to the joint venture's governing board, which then approves the annual budget. In the current year, the City incurred expenses totaling \$1,677,647 to the Authority. The purpose of the Grand Haven-Spring Lake Sewer Authority is to acquire, own, improve, enlarge, extend, and operate a sewage disposal system. The Authority is governed by a Board of Trustees containing six members. The participating communities (Cities of Grand Haven and Ferrysburg, Townships of Spring Lake and Grand Haven, Village of Spring Lake, and County of Ottawa) pay a set rate to the Authority to process waste. This rate includes amounts to finance the Authority's debt. The City is unaware of any circumstances that would cause an additional benefit or burden to the participating governments in the near future. Complete financial statements can be obtained at Grand Haven City Hall.



# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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The City is a member of the Harbor Transit Multi-Modal Transportation System (HTMMTS), created January 1, 2012 from Harbor Transit, formerly an enterprise fund of the City. HTMMTS provides transportation services within and for the Cities of Grand Haven and Ferrysburg, Charter Township of Grand Haven, the Village of Spring Lake and Spring Lake Township. HTMMTS is governed by a Board of Trustees containing 11 members. The HTMMTS Articles of Incorporation require the Members to have two members serving on the HTMMTS Board, one being the local unit Manager. The participating communities provide local support through taxation for services provided. HTMMTS also receives revenue from Federal and State grants, farebox and other revenue sources. During the year ended June 30, 2024, the City distributed tax revenues of \$437,499 to HTMMTS. Complete financial statements for the Harbor Transit Multi-Modal Transportation System can be obtained from the administrative offices at 440 North Ferry Street, Grand Haven, Michigan 49417.

The Board of Light and Power is a member of a joint venture, the Michigan Public Power Agency (MPPA), with 16 other municipal electric systems. The MPPA was formed to undertake the planning, financing, development, acquisition, construction, improvement, operation and maintenance of projects to supply electric power and energy for present or future needs of its members. Each MPPA member is a municipal corporation organized under the laws of the State of Michigan and owns and operates a municipal electric system. Complete financial statements for the Michigan Public Power Agency can be obtained from the administrative offices at 809 Centennial Way, Lansing, Michigan 48917.

The MPPA operates various projects. The Board participates in multiple MPPA projects for generation, purchase and transmission of electricity. The dollar amount of Board's commitments for participation in the various MPPA projects of \$137,487,200 declines from a commitment maximum of approximately \$14,870,000 in 2024 to \$208,343 in 2048.

The Transmission Project was financed with initial capital contributions of 13 MPPA participants which were utilized to purchase an undivided interest in the transmission grid by the MPPA.

The Board of Light and Power participates in multiple MPPA renewable energy projects to meet Michigan requirements.

The Energy Services Project provides MPPA participants with capacity and energy provided by third parties through the MPPA.

During the current year the Board of Light and Power had the following transactions with the MPPA:

Electricity purchase from/through MPPA	\$8,935,751
Payments to MPPA for electricity transmission	1,718,830
Payments to MPPA for renewable energy	4,305,979
Payments to MPPA for capacity	2,966,997
Payments to MPPA for other	441,764

#### **Joint Purchase Agreement**

The City is also a member of the Northwest Ottawa Water Treatment Plant (the Plant). The City appoints one member to the Plant's governing board, which then approves the annual budget. In the current year, the City incurred expenses totaling \$802,696 to the Plant. The purpose of the Northwest Ottawa Water Treatment Plant is to acquire, construct, finance, operate and maintain a water production facility. The Plant is governed by an administrative committee composed of one representative from each of the participating communities (Cities of Grand Haven and Ferrysburg, Village of Spring Lake, Townships of Grand Haven and Spring Lake, and County of Ottawa). These

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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participating communities pay for water at a rate that is estimated to cover operation, maintenance, replacement and debt service. Complete financial statements can be obtained at Grand Haven City Hall.

#### **Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

#### **Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for state shared revenue, reimbursement-based grants and interest which use one year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Property taxes, intergovernmental revenue, charges and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise fund are charges for services. The principal operating revenues of the City's internal service fund are charges to City departments for repairs and equipment utilization. Operating expenses for the enterprise funds include depreciation on capital assets, labor, supplies and contracted services. Operating expenses for the internal fund include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The City reports the following major governmental fund:

The *General Fund* is the primary operating fund of the City. It is used to account for all financial resources, except those required to be accounted for in another fund.

The City reports the following major proprietary funds:

The *Board of Light and Power Fund* accounts for the operation, maintenance, capital additions and retirement of revenue bonds of the electric supply system. Financing is provided by user charges from the sale of electricity.

The *Municipal Sewer Enterprise Fund* is used to account for the cost of collecting and treating wastewater. Revenues are chiefly from service charges to customers. These revenues are also used to pay principal and interest on bonds which were used to finance improvements to the system.

The *Municipal Water Enterprise Fund* is used to account for the cost of providing water services to customers. Revenues are primarily charges to customers for water usage. These revenues are used to pay operating costs and principal and interest on bonds which were used to finance improvements to the system.

Additionally, the City reports the following fund types:

The *Special Revenue Funds* are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

The *Debt Service Funds* are used to account for the financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

The *Capital Projects Funds* are used to account for the financial resources and activities relating to specific construction projects.

The *Permanent Fund* is used to record activity of legal trusts for which the interest on the corpus provides funds for the City cemetery operations.

The *Internal Service Funds* are used to account for the revenues and costs of goods or services provided by the City to other departments and funds or to other governmental units on a cost reimbursement basis.

The *Retiree Health Care Trust Fund* is used to account for the operations of the other post-employment benefits plan which provides post-employment benefits to the City's employees.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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The *Custodial Funds* are used to account for the collection and disbursement of resources that are held on behalf of outside governments, entities and individuals.

#### ***Budgets and Budgetary Accounting***

Comparisons to budget are presented for governmental funds. The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget is adopted at the activity level.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to July 1, the budget is legally enacted through passage of a resolution.
4. Formal budgetary integration is employed as a management control device during the year for all funds except agency funds.
5. Budgets for the General and special revenue funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).
6. Adoption and amendments of all budgets used by the City are governed by Public Act 621. The appropriations ordinances are based on the projected expenditures budget of the department heads of the City. Any amendment to the original budget must meet the requirements of Public Act 621. The City did amend its budget during the year. Any revisions that alter the total expenditures of any activity must be approved by the City Council.
7. Budgeted amounts are as originally adopted, or as amended, by the City Council.

#### ***Cash and Pooled Investments***

For the purpose of the statement of cash flows, the City considers cash and pooled investments to be cash and cash equivalents because the pooling of these balances allows for withdrawal of these balances at any time similar to a demand deposit account.

#### ***Statutory Authority***

State statutes authorize the City to invest in:

- a. Bond, securities, other obligations and repurchase agreements of the United States, or an agency or instrumentality of the United States.
- b. Certificates of deposit, savings accounts, deposit accounts or depository receipts of a qualified financial institution.
- c. Commercial paper rated at the time of purchase within the two highest classifications established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- d. Bankers acceptances of United States banks.
- e. Obligations of the State of Michigan and its political subdivisions that, at the time of purchase are rated as investment grade by at least one standard rating service.
- f. Mutual funds registered under the Investment Company Act of 1940 with the authority to purchase only investment vehicles that are legal for direct investment by a public corporation.
- g. External investment pools as authorized by Public Act 20 as amended.
- h. The Retiree Health Care fund is also allowed to invest in corporate debt and equity securities.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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#### **Receivables**

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. Uncollectible balances at year-end were immaterial.

#### **Advances to and from Other Funds**

The balances presented as advance to/from other funds include \$622,481 expended by the Grand Haven Board of Light and Power on equipment and system components to produce and provide heat to the City of Grand Haven's downtown snowmelt system. Repayment of this balance is received from the Board of Light & Power's Power Supply Cost Adjustment (PSCA) 5% transfer fee and then repaid in monthly installments.

#### **Inventory and Prepaid Items**

Inventory consists principally of supplies in addition to meters and parts for the Municipal Water and Municipal Sewer enterprise funds, which is valued at cost on the first-in/first-out (FIFO) method. Inventory is recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items are recorded as expenditures/expenses when consumed rather than when purchased.

#### **Capital Assets**

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the governmental and business-type activities columns in the government-wide financial statements.

Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of three years. Such assets are valued at cost where historical records are available and at estimated historical cost where no historical records exist. Donated capital assets are valued at acquisition value (the price that would be paid to acquire an asset with an equivalent service potential in an orderly market transaction) on the date received. The amount reported for infrastructure includes only assets added since 2003.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Depreciation on capital assets (including infrastructure), is computed using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Structures and improvements	5-60
Machinery, equipment, vehicles and fixtures	3-60
Buildings	5-60
Parking facilities	15-35
Production and treatment	5-50
Transmission and distribution	5-50
General plant	5-30
Infrastructure	10-75

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2024

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### **Property Taxes**

City property taxes are attached as an enforceable lien on property as of December 31. Summer taxes are levied July 1 and are due without penalty on or before September 15, and winter taxes are levied on December 1 and are due without penalty on or before February 14. The summer tax bills include the City's own property taxes. When property owners' aggregate winter taxes are less than \$100, their winter taxes are added to the summer tax bill. Real property taxes not collected are turned over to the County for collection, which advances the City 100% for the delinquent real property taxes. Collection of delinquent personal property taxes remains the responsibility of the City Treasurer.

Property taxes are levied on July 1 of each year and are recognized as revenue in that year. The City's 2023 taxable value was \$766,359,751 for which they levied 10.5535 mills for general fund operations, .9853 mills for infrastructure and 1.9000 mills for debt service.

### **Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has several items that qualify for reporting in this category. The first is the deferred charge on refunding reported in the government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The City also has items that qualify for reporting in this category related to pension and other post-employment benefits plans which are discussed in Notes 9 and 10.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, the item, *unavailable revenue*, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from special assessments, leases, and other long-term receivables. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The City also has items that qualify for reporting in this category related to pension and other post-employment benefits plans which are discussed in Notes 9 and 10.

### **Net Position and Fund Balance Reporting**

Governmental funds report fund balance in the following five categories:

1. Non-spendable – the related asset's form does not allow expenditure of the balance. The assets are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact. Nonspendable fund balance would be equal to inventory, prepaid items, non-current financial assets, and the nonspendable portion of endowments.
2. Restricted – the related assets can only be spent for the specific purposes stipulated by constitution, external resource providers, or as identified in enabling legislation.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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3. Committed – the related assets can only be spent for a specific purpose identified by formal resolution of the City’s governing board.
4. Assigned – the related assets can only be spent for a specific purpose identified by the City Manager or his designee as authorized by the City’s governing board.
5. Unassigned – is the residual classification and includes all spendable amounts not contained in the other classifications.

#### ***Net Position and Fund Balance Flow Assumptions***

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position/fund balance and unrestricted – net position/fund balance, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government’s policy to use restricted resources first, then unrestricted resources as they are needed. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

The City Council has adopted a minimum fund balance policy in which the total fund balance of the General fund will be equal to at least 25 percent of the previous year’s expenditures. If the fund balance of the General fund falls below the minimum range, the City will replenish shortages or deficiencies using budget strategies and timeframes as detailed in the policy. Stabilization amounts are established by formal action of the City Council. Any increases or uses of stabilization amounts are required to be authorized by the City Council. At year-end, the fund balance of the General fund was approximately 44 percent of the previous year’s expenditures.

#### ***Interfund Transactions***

Quasi-external transactions are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund, are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed. All other interfund transactions, except quasi-external transactions and reimbursements, are reported as transfers.

#### ***Compensated Absences***

Under contracts and employee policy, employee groups and individual employees have a vested right to receive payments for unused vacation benefits under formulas and conditions specified in the contracts. Accumulated vacation time of governmental funds is recorded on the statement of net position and not on the governmental fund balance sheets because it is not expected to be liquidated with expendable available financial resources.

#### ***Long-Term Obligations***

In the government-wide financial statements and proprietary fund types in the fund financial statements, the long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, are deferred and amortized over the life of the bonds using the effective interest method.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures/expenses.

#### **Pensions**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Municipal Employees Retirement System (MERS) of Michigan and additions to/deductions from MERS' fiduciary net position have been determined on the same basis as they are reported by MERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

#### **2. DEFICIT NET POSITION**

At June 30, 2024, the City reported an unrestricted deficit net position of \$12,966,062 for governmental activities. The Main Street Downtown Development Authority reported unrestricted deficit net position of \$3,214,136.

#### **3. EXCESS OF EXPENDITURES OVER APPROPRIATIONS IN BUDGETARY FUNDS**

PA. 621 of 1978, as amended, provides that a local unit shall not incur expenditures in excess of the amount appropriated. In the body of the financial statements, the City's actual expenditures and budgeted expenditures for the budgetary funds have been shown at the functional level. The approved budgets of the City for these budgetary funds were adopted at the activity level.

During the year ended June 30, 2024, the City incurred expenditures in the General and special revenue funds which were in excess of the amounts appropriated as follows:

	<u>Final Budget</u>	<u>Actual</u>	<u>Variance (Unfavorable)</u>
<b>General Fund</b>			
General government – City Council	\$142,285	\$142,968	\$ (683)
General government - Assessing	187,486	188,950	(1,464)
Public Safety – TEAM – CSO	63,954	68,606	(4,652)
DPW – Community Promotion	122,692	125,122	(2,430)
DPW – Right of way and parking lots	539,150	584,043	(44,893)
DPW – Cemetery	350,002	354,438	(4,436)
Culture and Recreation – Duncan Woods	17,000	18,059	(1,059)
Culture and Recreation – Central Park Place	335,050	347,550	(12,500)
<b>Major Streets Fund</b>			
Capital Outlay	663,302	673,644	(10,342)



# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

**FOR THE YEAR ENDED JUNE 30, 2024**

### 4. DEPOSITS

The captions on the financial statements relating to cash and cash equivalents are as follows:

	<u>Governmental Activities</u>	<u>Business- type Activities</u>	<u>Fiduciary Funds</u>	<u>Component Units</u>	<u>Total</u>
Cash and pooled investments	\$24,522,575	\$50,989,912	\$2,360,541	\$1,235,620	\$76,108,648
Funds on deposit with MERS	-	-	3,040,349	-	3,040,349
	<u>\$24,522,575</u>	<u>\$50,989,912</u>	<u>\$5,400,890</u>	<u>\$1,235,620</u>	<u>\$82,148,997</u>

The cash and investments making up the above balances are as follows:

Deposits	\$65,739,628
Investments	16,407,969
Petty cash	1,400
<b>Total</b>	<b>\$82,148,997</b>

These deposits are in financial institutions located in Michigan. State policy limits the Treasurer's investing options to financial institutions located in Michigan. All accounts are in the name of the City and a specific fund or common account. They are recorded in City records at fair value.

### Investments

The City chooses to disclose its investments by specifically identifying each. As of year-end, the City had the following investments:

	<u>Maturity</u>	<u>Fair Value</u>	<u>Rating</u>	<u>Source</u>
Government money market funds	N/A	\$ 311,061	Unrated	
Funds on deposit with MERS	N/A	2,341,609	Unrated	
Michigan CLASS pool	N/A	10,522,976	AAAm	S&P
US Government and agency securities/pools				
GNMA pool 2.5%	1/20/47	3,983	Unrated	
GNMA pool 2.25%	3/20/47	35,650	Unrated	
GNMA pool 2.75%	3/20/49	92,377	Unrated	
FHLMC pool 1.25%	6/25/49	76,275	Unrated	
FHLMC pool 2%	7/25/49	30,267	Unrated	
FHLMC pool 1%	12/25/50	91,664	Unrated	
FHLMC pool 1%	7/25/51	242,030	Unrated	
FHLMC pool 3%	12/15/41	46,701	Unrated	
GNMA pool 2.5%	1/20/47	7,487	Unrated	
GNMA pool 2.5%	3/20/47	8,530	Unrated	
FHLMC pool 2.5%	7/15/47	14,751	Unrated	
FNMA pool 2.25%	11/25/47	30,402	Unrated	
GNMA pool 2.5%	12/20/48	8,381	Unrated	
GNMA pool 2.75%	3/20/49	32,856	Unrated	
FHLMC pool 2%	7/25/49	48,892	Unrated	
FNMA pool 1%	2/25/50	192,284	Unrated	
FHLMC pool 1%	7/25/51	94,914	Unrated	
FNMA pool 4%	6/25/41	67,621	Unrated	
FHLMC pool 2.5%	7/15/42	74,542	Unrated	
FNMA pool 2.25%	7/25/43	71,164	Unrated	

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

	<u>Maturity</u>	<u>Fair Value</u>	<u>Rating</u>	<u>Source</u>
FNMA pool 3%	12/25/43	\$ 25,783	Unrated	
GNMA pool 2%	1/16/45	98,464	Unrated	
FHLMC pool 2%	10/15/46	17,033	Unrated	
GNMA pool 2.5%	1/20/47	6,054	Unrated	
GNMA pool 2.5%	3/20/47	13,328	Unrated	
FHLMC pool 2.5%	7/15/47	31,536	Unrated	
FNMA pool 2.5%	11/25/47	32,678	Unrated	
GNMA pool 2%	3/20/49	51,506	Unrated	
FHLMC pool 1.25%	6/25/49	263,496	Unrated	
FHLMC pool 2%	7/25/49	48,892	Unrated	
FHLMC pool 1%	12/25/50	146,663	Unrated	
FHLMC pool 1%	7/25/51	363,045	Unrated	
U.S. Treasury	8/8/24	623,196	Unrated	
JP Morgan Chase	8/16/27	239,878	Unrated	
<b>Total</b>		<b>\$16,407,969</b>		

#### **Investment and Deposit Risk**

*Custodial Credit Risk - Deposits.* Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned. As of year-end, \$50,365,451 of the City's bank balance of \$51,115,454 was exposed to custodial credit risk because the balance was uninsured and uncollateralized.

*Interest Rate Risk.* State law and City policy limit the allowable investments and the maturities of some of the allowable investments as identified in Note 1, the summary of significant accounting policies. The City's investment policy does not have specific limits in excess of state law on investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

*Credit Risk.* State law limits investments to specific government securities, certificates of deposits and bank accounts with qualified financial institutions, commercial paper with specific maximum maturities and ratings when purchased, bankers acceptances of specific financial institutions, qualified mutual funds and qualified external investment pools as identified in Note 1, the summary of significant accounting policies. The investment policy does not have specific limits in excess of state law on investment credit risk.

*Custodial Credit Risk - Investments.* For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State law does not require and the City does not have a policy for investment custodial credit risk. Of the above \$16,407,969 of investments, the City has custodial credit risk of \$3,232,323 because the related securities are uninsured, unregistered and held by the government's brokerage firm which is also the counterparty for these particular securities. Of the above investments, \$13,175,646 is invested in money market funds and external investment funds/pools for which the City's custodial credit risk exposure cannot be determined because the money market funds and external investment pools do not consist of specifically identifiable securities.

*Concentration of Credit Risk.* State law limits allowable investments but does not limit concentration of credit risk as identified in Note 1, the summary of significant accounting policies. The City's investment policy does not have specific limits in excess of state law on concentration of credit risk. All investments held at year-end are reported above.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

The City categorizes its fair value measurements of investments within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of year-end.

- U.S. Government treasuries are valued using quoted market prices (Level 1 inputs).
- Money market funds, funds on deposit with MERS, Michigan CLASS pool, and US Government agency pools are valued using a pricing model utilizing observable fair value measures of fund/pool investments and other observable inputs to determining the fair value of the securities making up the of investments fund/pool (Level 2 inputs).
- The City does not have any investments that report fair value based on significant unobservable inputs (Level 3 inputs).

#### 5. CAPITAL ASSETS

Capital asset activity for the year was as follows:

	<b>Balance July 1, 2023</b>	<b>Additions</b>	<b>Deletions</b>	<b>Balance June 30, 2024</b>
<b>Governmental activities</b>				
<b>Capital assets, not being depreciated</b>				
Land	\$ 8,746,444	\$ 28,300	\$ -	\$ 8,774,744
Construction in progress	1,009,572	314,457	1,009,572	314,457
<b>Total capital assets, not being depreciated</b>	<b>9,756,016</b>	<b>342,757</b>	<b>1,009,572</b>	<b>9,089,201</b>
<b>Capital assets, being depreciated</b>				
Structures and improvements	18,151,925	872,390	8,861	19,015,454
Machinery, equipment, vehicles and fixtures	8,919,540	1,043,267	448,378	9,514,429
Buildings	15,350,449	623,493	-	15,973,942
Parking facilities	9,810,407	-	-	9,810,407
Infrastructure	43,799,838	1,557,404	-	45,357,242
Total capital assets, being depreciated	96,032,159	4,096,554	457,239	99,671,474
Less accumulated depreciation:				
Structures and improvements	8,801,121	580,936	8,861	9,373,196
Machinery, equipment, vehicles and fixtures	5,212,730	705,931	440,792	5,477,869
Buildings	6,682,255	436,449	-	7,118,704
Parking facilities	6,162,741	275,757	-	6,438,498
Infrastructure	18,458,041	1,889,510	-	20,347,551
Total accumulated depreciation	45,316,888	3,888,583	449,653	48,755,818
<b>Net capital assets, being depreciated</b>	<b>50,715,271</b>	<b>207,971</b>	<b>7,586</b>	<b>50,915,656</b>
<b>Governmental activities capital assets, net</b>	<b>\$60,471,287</b>	<b>\$ 550,728</b>	<b>\$1,017,158</b>	<b>\$60,004,857</b>

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

**FOR THE YEAR ENDED JUNE 30, 2024**

	<b>Balance July 1, <u>2023</u></b>	<b><u>Additions</u></b>	<b><u>Deletions</u></b>	<b>Balance June 30, <u>2024</u></b>
<b>Business-type activities</b>				
<b>Capital assets, not being depreciated</b>				
Land	\$ 388,171	\$ -	\$ 28,300	\$ 359,871
Construction in progress	1,189,888	3,887,675	1,434,397	3,643,166
<b>Total capital assets, not being depreciated</b>	<b>1,578,059</b>	<b>3,887,675</b>	<b>1,462,697</b>	<b>4,003,037</b>
<b>Capital assets being depreciated</b>				
Structures and improvements	9,881,490	68,693	4,958	9,945,225
Machinery, equipment, vehicles and fixtures	545,485	36,676	45,601	536,560
Transmission and distribution	93,162,689	2,163,597	2,415,673	92,910,613
General plant	2,578,052	149,517	1,132	2,726,437
Total capital assets, being depreciated	106,167,716	2,418,483	2,467,364	106,118,835
Less accumulated depreciation for:				
Structures and improvements	5,812,344	267,682	4,958	6,075,068
Machinery, equipment, vehicles and fixtures	399,297	23,291	43,056	379,532
Transmission and distribution	36,099,503	4,189,854	2,409,187	37,880,170
General plant	1,321,756	124,841	1,132	1,445,465
Total accumulated depreciation	43,632,900	4,605,668	2,458,333	45,780,235
<b>Net capital assets, being depreciated</b>	<b>62,534,816</b>	<b>(2,186,632)</b>	<b>9,031</b>	<b>60,338,600</b>
<b>Business-type activities capital assets, net</b>	<b>\$64,112,875</b>	<b>\$1,700,490</b>	<b>\$1,471,728</b>	<b>\$64,341,637</b>

Depreciation expense was charged to functions/programs of the primary government as follows:

<b>Governmental activities</b>	
General government	\$ 270,005
Public safety	133,160
Public works	2,219,674
Culture and recreation	734,754
Capital assets held by the government's internal service funds are charged to the various functions based on their usage of the assets	530,990
<b>Total depreciation expense - governmental activities</b>	<b>\$3,888,583</b>
<b>Business-type activities</b>	
Board of Light and Power	\$2,080,300
Municipal Sewer	375,098
Municipal Water	1,877,692
Other business-type	272,578
<b>Total depreciation expense – business- type activities</b>	<b>\$4,605,668</b>

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

**FOR THE YEAR ENDED JUNE 30, 2024**

### 6. ASSET RETIREMENT

The Board of Light and Power closed the Sims III 70-megawatt coal fired power plant in fiscal year 2020. The Board's operation of electricity generating facilities required use of fuel and ash management facilities that will require environmental remediation under various state and federal laws. The Board of Light and Power has estimated the remaining cost of remediating fuel and ash management facilities at \$17,556,307 based on known costs of similar plant closures and engineering estimates.

### 7. INTERFUND TRANSACTIONS

Internal balances for the year ended June 30, 2024 are as follows:

<u>Due from</u>	<u>Due to</u>							<u>Total</u>
	<u>General Fund</u>	<u>Board of Light and Power</u>	<u>Sewer Fund</u>	<u>Water Fund</u>	<u>Non-major Governmental Funds</u>	<u>Non-major Enterprise Funds</u>	<u>Internal Service Funds</u>	
General fund	\$ -	\$159,548	\$ -	\$ -	\$ -	\$ 935	\$2,637	\$163,120
Sewer fund	-	-	-	-	-	-	8,500	8,500
Water fund	75	-	-	-	-	-	8,500	8,575
Non-major enterprise funds	27	-	-	-	-	-	-	27
Internal service funds	59,458	-	5,371	4,263	11,821	1,418	-	82,331
	<b>\$59,560</b>	<b>\$159,548</b>	<b>\$5,371</b>	<b>\$4,263</b>	<b>\$11,821</b>	<b>\$2,353</b>	<b>\$19,637</b>	<b>\$262,553</b>

Interfund balances reflect loans made from funds with cash and pooled investments to those funds requiring temporary cash flow.

Transfers in and out for the year ended June 30, 2024 are as follows:

<u>Transfers in</u>	<u>Transfers out</u>							<u>Total</u>
	<u>General Fund</u>	<u>Board of Light and Power</u>	<u>Sewer Fund</u>	<u>Water Fund</u>	<u>Non-major Governmental Funds</u>	<u>Non-major Enterprise Funds</u>	<u>Internal Service Funds</u>	
General Fund	\$ -	\$1,853,665	\$165,038	\$133,234	\$ 509,869	\$143,568	\$2,265	\$2,807,639
Water Fund	-	-	91,216	-	-	-	-	91,216
Non-major Governmental Funds	2,182,041	-	-	-	2,009,411	-	-	4,191,452
Internal Service Funds	63,836	-	-	-	-	-	1,032	64,868
Totals	<b>\$2,245,877</b>	<b>\$1,853,665</b>	<b>\$256,254</b>	<b>\$133,234</b>	<b>\$2,519,280</b>	<b>\$143,568</b>	<b>\$3,297</b>	<b>\$7,155,175</b>

Transfers are used to allocate various costs and move revenues from the fund that is required to collect them to the fund that is required or allowed to expend them. The amount transferred from the Board of Light and Power, Municipal Sewer fund, and Municipal Water fund, to the General fund consists of payments in lieu of tax.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

#### 8. LONG-TERM DEBT

The following is a summary of the debt transactions of the City for the year ended June 30, 2024.

	<u>Balance July 1, 2023</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2024</u>	<u>Due Within One Year</u>
<b>Governmental Activities</b>					
<b>Public offering bonds</b>					
\$4,775,000 2014 Unlimited Tax General Obligation Bonds due in annual installments of \$150,000 to \$255,000 through April 2029; interest at 2.0 to 4.0%	\$ 1,267,671	\$ -	\$ 190,862	\$ 1,076,809	\$ 196,560
\$6,720,000 2017 Unlimited Tax General Obligation Refunding Bonds due in annual installments of \$20,000 to \$845,000 through April 2028; interest at 2.0%	3,815,000	-	685,000	3,130,000	720,000
Total public offering bonds	5,082,671	-	875,862	4,206,809	916,560
<b>Direct placements and direct borrowings</b>					
\$6,545,000 2015 Unlimited Tax General Obligation Bonds due in annual installments of \$230,000 to \$460,000 through April 2035; interest at 2.0 to 4.0%	4,500,000	-	300,000	4,200,000	310,000
\$839,000 2020 General Obligation Bonds due in annual installments of \$47,000 to \$67,000 through April 2035; interest at 2.73%	695,000	-	50,000	645,000	51,000
\$1,134,626 2010 Contract Payable due in annual installments of \$18,235 to \$91,175 through April 2034; interest at 3.25 to 6.5%	766,885	-	46,601	720,284	49,640
Total direct placements and direct borrowings	5,961,885	-	396,601	5,565,284	410,640
Total	11,044,556	-	1,272,463	9,772,093	1,327,200
Bond premiums	327,137	-	57,582	269,555	-
Accrued employee benefits	481,635	-	23,247	458,388	-
<b>Total Governmental Activities</b>	<b>\$11,853,328</b>	<b>\$ -</b>	<b>\$1,353,292</b>	<b>\$10,500,036</b>	<b>\$1,327,200</b>

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

	<u>Balance</u> <u>July 1,</u> <u>2023</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>June 30,</u> <u>2024</u>	<u>Due</u> <u>Within</u> <u>One</u> <u>Year</u>
<b>Business-type Activities</b>					
<b>Public offering bonds</b>					
\$4,775,000 2014 Unlimited Tax General Obligation Bonds due in annual installments of \$255,000 to \$405,000 through April 2029; interest at 2.0 to 4.0%	\$ 957,328	\$ -	\$ 144,137	\$ 813,191	\$ 148,440
<b>Other debt</b>					
Series 2021A direct purchase of \$25,000,000 with payments due in semiannual installments ranging from \$2,300,000 to \$2,700,000 beginning July 1, 2022 through January 1, 2032; interest at 1.580%	22,700,000	-	2,400,000	20,300,000	2,400,000
Accrued employee benefits	312,834	-	21,575	291,259	-
<b>Total Business-type Activities</b>	<b>\$23,970,162</b>	<b>\$ -</b>	<b>\$2,565,712</b>	<b>\$21,404,450</b>	<b>\$2,548,440</b>
<b>Component Units</b>					
<b>Public offering bonds</b>					
\$4,540,000 2019 General Obligation Refunding Bonds due in annual installments of \$175,000 to \$440,000 through April 2034; interest at 3.0% to 4.0%	\$3,785,000	\$ -	\$230,000	\$3,555,000	\$245,000
<b>Direct placements and direct borrowings</b>					
\$2,960,000 2015 General Obligation Refunding Bonds due in annual installments of \$135,000 to \$380,000 through October 2026; interest at 2.3%	1,465,000	-	330,000	1,135,000	370,000
\$900,000 EGLE Loan due in annual installments of \$88,044 through July 2036; interest at 1.5%	389,779	-	-	389,779	-
Total direct placements and direct borrowings	1,854,779	-	330,000	1,524,779	370,000
<b>Other debt</b>					
Bond premiums	248,231	-	39,038	209,193	-
Accrued employee benefits	-	1,077	-	1,077	-
<b>Total Component Units</b>	<b>\$5,888,010</b>	<b>\$1,077</b>	<b>\$599,038</b>	<b>\$5,290,049</b>	<b>\$615,000</b>

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

The annual requirements to amortize all public offering bonds and leases outstanding as of June 30, 2024 are as follows:

Year Ending June 30	Governmental Activities		Business-type Activities		Component Units	
	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 916,560	\$106,298	\$148,440	\$ 32,528	\$ 245,000	\$129,100
2026	972,955	83,892	157,045	26,590	275,000	119,300
2027	1,016,502	60,121	163,499	20,308	295,000	108,300
2028	1,070,047	35,301	169,953	13,765	315,000	96,500
2029	230,745	9,230	174,254	6,970	345,000	83,900
2030-2034	-	-	-	-	2,080,000	204,000
<b>Total</b>	<b>\$4,206,809</b>	<b>\$294,842</b>	<b>\$813,191</b>	<b>\$100,161</b>	<b>\$3,555,000</b>	<b>\$741,100</b>

The annual requirements to amortize all direct placements and direct borrowings outstanding as of June 30, 2024 are as follows:

Year Ending June 30	Governmental Activities		Component Units	
	Principal	Interest	Principal	Interest
2025	\$ 410,640	\$ 211,765	\$ 370,000	\$21,831
2026	433,718	195,988	385,000	13,156
2027	448,770	179,313	418,131	4,366
2028	468,823	162,048	32,856	5,275
2029	566,867	158,196	33,349	4,782
2030-2034	2,709,466	406,966	174,399	16,255
2035-2038	527,000	20,230	111,044	3,348
<b>Total</b>	<b>\$5,565,284</b>	<b>\$1,334,506</b>	<b>\$1,524,779</b>	<b>\$69,013</b>

Future minimum payments on the direct purchase debt as of June 30, 2024 are as follows:

Year Ending June 30	Business-type Activities	
	Principal	Interest
2025	\$ 2,400,000	\$ 320,740
2026	2,400,000	282,820
2027	2,500,000	244,900
2028	2,500,000	205,400
2029	2,600,000	165,900
2030-2032	7,900,000	251,220
<b>Total</b>	<b>\$20,300,000</b>	<b>\$1,470,980</b>

In the event of default, the City will be required to use money from its General fund or levy an ad-valorem tax sufficient to pay the obligation, subject to applicable constitutional, statutory and charter limitations.



# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2024

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### 9. PENSION PLANS

#### *Defined Benefit Pension Plan – City*

##### *Plan Description*

The City participates in the Municipal Employees Retirement System (MERS) of Michigan. MERS is an agent multiple employer, statewide public employee pension plan established by the Michigan Legislature under Public Act 135 of 1945 and administered by a nine-member Retirement Board. MERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained accessing the MERS website at [www.mersofmich.com](http://www.mersofmich.com).

Effective July 1, 2022, this plan was closed to new entrants.

##### *Benefits Provided*

Pension benefits approved by the City Council are provided to all full-time participating employees based on division/bargaining unit. Benefits provided include a multiplier of 1.75% (for non-union and SEIU) and 2.5% (for POLC) times final average compensation. Normal retirement is at age 60 with proper vesting (10 years for POLC and 6 years for SEIU and NU), Department of Public Safety early retirement is at age 50 with 25 years of service and other early retirement is at age 55 with 25 years of service. Final average compensation is calculated based on a 3 year average.

Membership of the defined benefit plan consisted of the following at the date of the latest actuarial valuation (December 31, 2023):

	Total City
Active plan members	55
Inactive employees or beneficiaries currently receiving benefits	189
Inactive employees entitled but not yet receiving benefits	<u>86</u>
Total	<u><u>330</u></u>

##### *Contributions*

The City is required to contribute at an actuarially determined rate. The current fiscal year contribution rate was a flat dollar amount ranging from \$2,515 to \$94,513 per month depending on position and classification due to closure of the Defined Benefit plan. Participating employees are required to contribute 17.0% of covered payroll to the plan. The contribution requirements of the City are established and may be amended by the MERS Retirement Board. The contribution requirements of employees are established and may be amended by labor agreements.

##### *Net Pension Liability*

The City's net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an annual actuarial valuation as of that date.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

The total pension liability in the December 31, 2023 annual actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation: 2.5%

Salary Increases: base wage inflation of 3.00% in the long-term

Investment rate of return: 7.00%, net of investment expense, including inflation

Mortality rates used for non-disabled plan member were based on 106% of PubG-2010 tables with future mortality improvements using MP-2019 scale applied fully generationally from the Pub-2010 base year of 2010. Mortality rates used for disabled plan member were based on PubNS-2010 Disabled Retiree Tables.

The actuarial assumptions used in the valuation were based on the results of the 2018 actuarial experience study first used in the December 31, 2020 valuation.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment and administrative expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>	<u>Expected Money Weighted Rate of Return*</u>
Global Equity	60.0%	4.50%	2.70%
Global Fixed Income	20.0%	2.00%	0.40%
Private Investments	20.0%	7.00%	1.40%
Inflation			2.50%
MERS gains policy adjustment			(0.07) %
Administrative fee			0.25%
			<hr style="border-top: 1px solid black;"/>
Discount rate			<u>7.18%</u>

Discount rate. The discount rate used to measure the total pension liability is 7.18%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

**FOR THE YEAR ENDED JUNE 30, 2024**

### Changes in the Net Pension Liability

	Increase (Decrease)		
	Total	Plan	Net Pension
	Pension	Fiduciary	
	Liability	Net Position	Liability
	(a)	(b)	(a)-(b)
Balance at December 31, 2022	\$90,816,983	\$55,403,999	\$35,412,984
Changes for the Year:			
Service cost	866,057	-	866,057
Interest	6,402,197	-	6,402,197
Change in benefits	-	-	-
Differences between expected and actual experience	859,551	-	859,551
Change in assumptions	722,080	-	722,080
Contributions: employer	-	2,886,806	(2,886,806)
Contributions: employee	-	768,468	(768,468)
Net investment Income	-	6,023,787	(6,023,787)
Benefit payments, including refunds	(5,887,710)	(5,887,710)	0
Administrative expense	-	(127,959)	127,959
Transfer to BLP for division separation	-	-	-
Other changes	2	-	2
Net changes	2,962,177	-	2,962,177
Balance at December 31, 2023	\$93,779,160	\$59,067,392	\$34,711,768

#### Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the Net Pension Liability of the employer, calculated using the discount rate of 7.18%, as well as what the employer's Net Pension Liability would be using a discount rate that is 1 percentage point lower (6.18%) or higher (8.18%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
Total Pension Liability	\$105,335,386	\$93,779,160	\$84,289,183
Fiduciary Net Position	59,067,392	59,067,392	59,067,392
Net Pension Liability	\$ 46,267,994	\$34,711,768	\$25,221,791

#### Pension Expense and Deferred Outflows of Resources Related to Pensions

For the year ended June 30, 2024 the City recognized pension expense of \$4,251,941. The City reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in experience	\$ 429,776	\$ -
Differences in assumptions	361,040	-
(Excess) deficit investment returns	3,638,703	-
Contributions subsequent to the measurement date*	1,157,148	-
Total	\$5,586,666	\$ -

\* The amount reported as deferred outflows of resources resulting from the contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability for the year ending 2025.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

Amounts reported as deferred outflows and inflows of resources related to City pensions (excluding contributions subsequent to the measurement date) will be recognized in pension expense as follows:

2025	\$1,470,516
2026	1,531,591
2027	1,853,515
2028	(426,104)
2029	-
Thereafter	-
Total	\$4,429,518

#### **Defined Benefit Pension Plan – Grand Haven Board of Light and Power**

##### **Plan Description**

The Board participates with the City of Grand Haven in the Municipal Employees Retirement System (MERS) of Michigan a defined benefit and hybrid plan providing certain retirement, disability and death benefits to plan members and beneficiaries. MERS is an agent multiple employer, statewide public employee pension plan established by the Michigan Legislature under Public Act 135 of 1945 and administered by a nine member Retirement Board. MERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained accessing the MERS website at [www.mersofmich.com](http://www.mersofmich.com).

##### **Benefits Provided**

Pension benefits approved by the Board are provided to all full-time participating employees hired before 7/1/17 based on division/bargaining unit. The plan is closed to new Board employees. Benefits provided include a multiplier of 2.25 times final average compensation. Vesting period of 6 years. Normal retirement age is 60 with early retirement at 50 to 55 with from 15 to 25 years of service. Final average compensation is calculated based on a 3 year average.

Membership of the defined benefit plan consisted of the following at the date of the latest actuarial valuation (December 31, 2023):

Active plan members	19
Inactive employees or beneficiaries currently receiving benefits	75
Inactive employees entitled but not yet receiving benefits	18
Total	112

##### **Contributions**

The Board is required to contribute at an actuarially determined rate, which for the current year was \$58,333 per month depending on position and classification. Participating employees are required to contribute from 10% of covered payroll to the Plan based on position and classification. The contribution requirements of the Utility are established and may be amended by the MERS Retirement Board. The contribution requirements of employees are established and may be amended by labor agreements.

##### **Net Pension Liability**

The Board's net pension liability was measured as of December 31, 2023, and the total pension liability used to calculate the net pension liability was determined by an annual actuarial valuation as of that date.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

The total pension liability in the December 31, 2023 annual actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation: 2.5%

Salary Increases: base wage inflation of 3.00% annually

Investment rate of return: 7.00%, net of investment expense, including inflation

Mortality rates used for non-disabled plan member were based on 106% of PubG-2010 tables with future mortality improvements using MP-2019 scale applied fully generationally from the Pub-2010 base year of 2010. Mortality rates used for disabled plan member were based on PubNS-2010 Disabled Retiree Tables.

The actuarial assumptions used in the valuation were based on the results of the 2018 actuarial experience study first used in the December 31, 2020 valuation.

The long-term expected rate of return on pension plan investments was determined using a model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment and administrative expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>	<u>Expected Money Weighted Rate of Return*</u>
Global Equity	60.0%	4.50%	2.70%
Global Fixed Income	20.0%	2.00%	0.40%
Private Investments	20.0%	7.00%	1.40%
MERS gains policy adjustment			(0.07) %
Inflation			2.50%
Administrative fee			0.25%
			<hr/>
Discount rate			<u>7.18%</u>

Discount rate. The discount rate used to measure the total pension liability is 7.18%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

**FOR THE YEAR ENDED JUNE 30, 2024**

### Changes in the Net Pension Liability

	Increase (Decrease)		
	Plan		
	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balance at December 31, 2022	\$46,230,408	\$39,929,046	\$6,301,362
Changes for the Year:			
Service cost	332,669	-	332,669
Interest	3,249,780	-	3,249,780
Change in benefits	-	-	-
Differences between expected and actual experience	533,973	-	533,973
Change in assumptions	354,870	-	354,870
Contributions: employer	-	821,166	(821,166)
Contributions: employee	-	205,503	(205,503)
Net investment income	-	4,346,844	(4,346,844)
Benefit payments, including refunds	(3,144,402)	(3,144,402)	-
Administrative expense	-	(92,423)	92,423
Other changes	(1)	-	(1)
Net changes	1,326,889	2,136,688	(809,799)
Balance at December 31, 2023	\$47,557,297	\$42,065,734	\$5,491,563

2022 was the first year in which the Board's MERS defined benefit pension plan was segregated from the City-wide plan.

#### **Sensitivity of the Net Pension Liability to Changes in the Discount Rate.**

The following presents the net pension liability of the employer, calculated using the discount rate of 7.18%, as well as what the employer's net pension liability would be using a discount rate that is 1 percentage point lower (6.18%) or higher (8.18%) than the current rate.

	1% Decrease	Current Discount rate	1% Increase
Total pension liability	\$53,172,893	\$47,557,297	\$42,906,038
Fiduciary net position	42,065,734	42,065,734	42,065,734
Net pension liability	\$11,107,159	\$ 5,491,563	\$ 840,304

#### **Pension Expense and Deferred Outflows/Inflows of Resources Related to Pensions**

For the year ended June 30, 2024 the Board recognized pension expense of \$1,448,793. The Board reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences in experience	\$ 266,987	\$ -
Differences in assumptions	177,435	-
(Excess) deficit investment returns	2,279,867	-
Contributions subsequent to the measurement date*	514,990	-
Total	\$3,239,279	\$ -

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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\* The amount reported as deferred outflows of resources resulting from the contributions subsequent to the measurement date will be recognized as a reduction in the net pension liability for the year ending 2025.

Amounts reported as deferred outflows and inflows of resources related to City pensions (excluding contributions subsequent to the measurement date) will be recognized in pension expense as follows:

2025	\$ 964,543
2026	830,028
2027	1,236,140
2028	(306,422)
Thereafter	<u>-</u>
Total	<u>\$2,724,289</u>

#### Defined Contribution Plans

The City provides a defined contribution pension plan (externally managed IRS Section 401a plan), which provides pension benefits to qualified employees. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The City's contribution for employees eligible to participate in the plan vests 33 percent after 1 year, 66 percent after 2 years and 100 percent after 3 years. Participants contribute 2% of covered wages which is matched by the City. During fiscal year 2020, employees who were hired prior to March 1, 2019 and previously opted out of the plan, had a one-time opportunity to participate to obtain the employer match if the employee agrees to contribute 2% of covered wages into the IRS Section 457 plan with the employer match being contributed to the IRS Section 401a plan. With the closure of the defined benefit plan for employees hired after 07/01/22 and for employees who converted from the defined benefit plan to the defined contribution plan during fiscal year 2022-23, the City's contribution for employees eligible to participate in the plans vests 50 percent after 3 years and 100 percent after 5 years. Participants contribute 6% to 8% of covered wages depending on employee position, and the City contributes 6%, 10%, or 12% of covered wages depending on employee position. City contributions were \$354,520 and participant contributions were \$260,755 to the plan during the year. The plan provisions and contribution amounts were established by the City Council and may be amended by the Council.

The City provides an externally managed IRS Section 457 plan which provides pension benefits to qualified employees. The City does not contribute to the plan. Participants may elect to contribute up to the legal maximum. The plan provisions and contribution amounts were established by the City Council and may be amended by the Council. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The balance of employee contributions and earnings are held in trust for employees by an organization separate from the City.

The Board provides a defined contribution pension plan (the Plan) that provides pension benefits to all participating full-time employees. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are required to contribute 4% and the Board contributes 8% of each participant's compensation to the Plan. The Board's contributions are fully vested after four years of service. During the year employees contributed \$73,056 and the Board contributed \$146,112 to the plan.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

#### 10. OTHER POST-EMPLOYMENT BENEFITS

##### Defined Benefit Healthcare Plan

###### **Plan Description**

The City administers a single-employer defined benefit healthcare plan (the Plan). In addition to retirement benefits, the Plan provides health insurance benefits to certain retirees and their beneficiaries, which are advance-funded on a discretionary basis. In accordance with the City's policy, the City provides health care benefits to retirees in accordance with the pension ordinance. For retirees below age 65, the City pays 75% to 80% of the annual premium (depending on the bargaining unit) and the retiree pays the balance. For retirees age 65 and older, the City pays up to 10 percent of the annual premium (depending on the bargaining unit) and the retiree pays the balance. Retirees are required to purchase and pay for Medicare supplemental insurance when they become eligible. The Plan is closed to new participants. The City adopted a legal trust for the Plan which is included in the City's financial statements. The Plan does not issue a publicly available financial report.

###### **Contributions**

The Plan was established and is being funded under the authority of the City Council and under agreements with unions representing various classes of employees. The Plan's funding policy is that the employer will contribute any discretionary contributions. There are no long-term contracts for contributions to the Plan. The plan has no legally required reserves.

The contribution requirements of the plan members and the City are determined and may be amended by the City. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually by the City. For the current year the City's actuarially determined contribution (ADC) was \$1,299,965 while actual contributions were \$1,447,538.

###### **Benefits Provided**

In accordance with the collective bargaining agreements, retirees receive an employer-paid benefit toward health and life insurance premiums for the retiree and spouse. For employees hired before October 1, 2013 based on hire date the Plan pays from 75% to 80% of the premium payment until age 65 and 0-10% thereafter.

Membership of the Plan consisted of the following at the date of the latest actuarial valuation:

Retirees and beneficiaries receiving benefits	49
Active plan members	<u>54</u>
Total	<u>103</u>

###### **Net OPEB Liability**

The net OPEB liability was determined by an actuarial valuation as of June 30, 2024. The total OPEB liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation: 2.5 %

Salary Increases: 3.0%

Investment rate of return: 7.00%, including inflation

Healthcare cost trend rates: 7.25% graded down 0.25% to an ultimate rate of 4.5%, post Medicare, 5.5% graded down by .25% to an ultimate rate of 4.5%

Mortality: Public general 2010 Employee and Healthy Retiree, Headcount weighted, MP-2021 improvement scale



# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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The actuarial assumptions used in valuation were based on the results of the most recent actuarial experience study.

The long-term expected rate of return on OPEB plan investments was determined using a building-block model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment and administrative expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Expected Rate of Return</u>
Global Equity	60.0%	4.50%
Global Fixed Income	20.0%	2.00%
Private Equity	20.0%	7.00%
Cash	0.0%	0.00%

The City, as plan sponsor and investment fiduciary, has chosen for the Plan an asset mix intended to meet or exceed a long-term rate of return of 7.00%.

Concentrations. 100% of the Plan's investments are invested in the MERS total market portfolio.

Rate of return. For the year ended June 30, 2024, the annual money-weighted rate of return on investments, net of investment expense, was 9.8%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Discount rate. The discount rate used to measure the total OPEB liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer and employee contributions will be made at the rates agreed upon for employees and the actuarially determined rates for employers. Based on these assumptions, the OPEB plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

#### Changes in the Net OPEB Liability

	Increase (Decrease)		
	Plan		
	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
Balance at June 30, 2023	\$9,647,785	\$2,127,852	\$7,519,933
Changes for the Year:			
Service cost	37,962	-	37,962
Interest	627,338	-	627,338
Change in benefits	(139,837)	-	(139,837)
Differences between expected and actual experience	(1,809,018)	-	(1,809,018)
Change in assumptions	98,048	-	98,048
Benefits paid from general operating funds	-	1,447,538	(1,447,538)
Net investment Income	-	218,418	(218,418)
Benefit payments, including refunds	(1,447,538)	(1,447,538)	-
Administrative expense	-	(4,661)	4,661
Other changes	-	-	-
Net changes	(2,633,045)	213,757	(2,846,802)
Balance at June 30, 2024	\$7,014,740	\$2,341,609	\$4,673,131

#### Sensitivity of the Net OPEB Liability to changes in the discount rate.

The following presents the net OPEB liability of the employer, calculated using the discount rate of 7.00%, as well as what the employer's net OPEB liability would be using a discount rate that is 1 percentage point lower (6.00%) or higher (8.00%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
Total OPEB liability	\$7,465,942	\$7,014,740	\$6,606,248
Fiduciary net position	2,341,609	2,341,609	2,341,609
Net OPEB liability	\$5,124,333	\$4,673,131	\$4,264,639
Plan fiduciary position as a percentage of the total OPEB liability	20.72%	22.06%	23.43%

#### Sensitivity of the Net OPEB Liability to changes in the healthcare cost trend rates.

The following presents the net OPEB liability of the employer, calculated using the healthcare cost trend rate of 7.25%, as well as what the employer's net OPEB liability would be using a healthcare cost trend rate that is 1 percentage point lower (6.25%) or higher (8.25%) than the current rate.

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Total OPEB liability	\$6,575,389	\$7,014,740	\$7,501,835
Fiduciary net position	2,341,609	2,341,609	2,341,609
Net OBEB liability	\$4,233,780	\$4,673,131	\$5,160,226

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

#### **OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

For the year ended June 30, 2024 the employer recognized OPEB expense of \$568,319. The employer reported deferred outflows and inflows of resources related to pensions from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences in experience	\$ -	\$1,432,139
Changes in assumptions	77,621	-
Excess (deficit) investment returns	2,942	-
	<b>\$80,563</b>	<b>\$1,432,139</b>
Total	<b>\$80,563</b>	<b>\$1,432,139</b>

Amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

2025	\$(375,300)
2026	(304,989)
2027	(372,198)
2028	(299,089)
2029	-
Thereafter	-
Total	<b>\$1,351,576</b>

#### **Defined Benefit Healthcare Plan – Grand Haven Board of Light and Power**

##### ***Plan Description***

The Board participates in a single-employer defined benefit healthcare plan (the Retiree Health Plan). The plan provides health insurance premiums for retirees and their beneficiaries, which are advance-funded on a discretionary basis. Benefit provisions are established through the pension ordinance and negotiations between the Board and bargaining units and employee groups. The plan was closed to employees hired subsequent to September 30, 2013. The Retiree Health Plan does not issue a publicly available financial report and a legal trust has been established for the plan. The method used to determine the actuarial valuation of assets is market. There are no long-term contracts for contributions to the Plan. The plan has no legally required reserves.

##### ***Benefits provided***

In accordance with the collective bargaining agreements, retirees receive an employer-paid benefit toward health and life insurance premiums for the retiree and spouse. For employees hired before October 1, 2013 the Plan pay from 75% to 80% of the premium payment until age 65 and 0-10% thereafter.

Membership of the Plan consisted of the following at the date of the latest actuarial valuation:

Retirees and beneficiaries receiving benefits	23
Covered spouses	-
Active plan members	23
Total	<b>46</b>

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

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#### **Net OPEB Liability**

The net OPEB liability was based on an actuarial valuation as of June 30, 2024. The total OPEB liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation: 2.5 %

Salary Increases: 3.0%

Investment rate of return: 7.0% including inflation

Healthcare cost trend rates: 7.25% graded down 0.25% to an ultimate rate of 4.5%, post Medicare, 5.5% graded down by .25% to an ultimate rate of 4.5%

Mortality: Public general 2010 Employee and Healthy Retiree, Headcount weighted, MP-2021 improvement scale

The actuarial assumptions used in the valuation were based on the results of the most recent actuarial experience study.

The long-term expected rate of return on OPEB plan investments was determined using a building-block model method in which the best-estimate ranges of expected future real rates of return (expected returns, net of investment and administrative expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Expected Rate of Return</u>
Global Equity	60.0%	4.50%
Global Fixed Income	20.0%	2.00%
Private Equity	20.0%	7.00%
Cash	0.0%	0.00%

The Board, as plan sponsor and investment fiduciary, has chosen for the Plan an asset mix intended to meet or exceed a long-term rate of return of 7.00%.

Concentrations. 100% of the Plan's investments are invested in the MERS total market portfolio.

Rate of return. For the year ended June 30, 2024, the annual money-weighted rate of return on investments, net of investment expense, was 7.00%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Discount rate. The discount rate used to measure the total OPEB liability is 7.00%. The projection of cash flows used to determine the discount rate assumes that employer will pay the annual insurance benefit costs from operating funds until the plan is fully funded.

Based on these assumptions, the OPEB plan's fiduciary net position was projected to be available to pay all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

#### Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a)-(b)
Balance at June 30, 2023	\$1,135,842	\$634,954	\$500,888
Changes for the Year:			
Service cost	13,823	-	13,823
Interest	72,607	-	72,607
Change in benefits	-	-	-
Differences between expected and actual experience	610,120	-	610,120
Change in assumptions	20,699	-	20,699
Contributions to OPEB trust	-	-	-
Benefits paid from general operating funds	-	224,869	(224,869)
Net investment income	-	65,177	(65,177)
Benefit payments, including refunds	(224,869)	(224,869)	-
Administrative expense	-	(1,391)	1,391
Other changes	-	-	-
Net changes	492,380	63,786	428,594
Balance at June 30, 2024	\$1,628,222	\$698,740	\$929,482

#### Sensitivity of the Net OPEB Liability to changes in the discount rate.

The following presents the net OPEB liability of the employer, calculated using the discount rate of 7.00%, as well as what the employer's net OPEB liability would be using a discount rate that is 1 percentage point lower (6.00%) or higher (8.00%) than the current rate.

	1% Decrease	Current Discount rate	1% Increase
Total OPEB liability	\$1,699,764	\$1,628,222	\$1,563,574
Fiduciary net position	698,740	698,740	698,740
Net OPEB liability	\$1,001,024	\$ 929,482	\$ 864,834

#### Sensitivity of the Net OPEB Liability to changes in the healthcare cost trend rates.

The following presents the net OPEB liability of the employer, calculated using the healthcare cost trend rate, as well as what the employer's net OPEB liability would be using a healthcare cost trend rate that is 1 percentage point lower (6.25%) or higher (8.25%) than the current rate.

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Total OPEB liability	\$1,553,971	\$1,628,222	\$1,712,802
Fiduciary net position	698,740	698,740	698,740
Net OBEB liability	\$ 855,231	\$ 929,482	\$1,014,062

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

#### **OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

For the year ended June 30, 2024 the employer recognized OPEB expense of \$204,167. The employer reported deferred outflows and inflows of resources related to pensions from the following sources:

	<b>Deferred Outflows of Resources</b>	<b>Deferred Inflows of Resources</b>
Differences in experience	\$479,752	\$ -
Differences in assumptions	16,276	-
Excess(deficit) investment returns	1,497	-
 Total	 \$497,525	 \$ -

Amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

2025	\$129,460
2026	150,473
2027	130,092
2028	87,500
2029	-
Thereafter	-
 Total	 \$497,525

#### **Defined Contribution Plan – Health Care Savings Plan**

The City provides a Health Care Savings Plan (HCSP), which provides health insurance benefits to qualified employees. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. In 2008 the HCSP was opened with a mandatory employee contribution rate of .25% of covered wages. Employees could elect to contribute up to 10%. In May 2011 MERS determined that the range was not allowed and froze contributions at the levels they were currently at. The City was not required to contribute. Employees hired after May 2011 are required to contribute 3% with a 3% City match, except for SEIU union employees who in the fall of 2013 voted to increase employee contributions to 5% with the City matching 3%. Beginning in 2020, SEIU union employees voted to decrease employee contributions to 3% with the City matching 3%. City contributions were \$187,776 and participant contributions were \$229,010 to the plan during the year. The plan provisions and contribution amounts were established and may be amended by MERS.

The Grand Haven Board of Light and Power provides a defined contribution post-employment benefit plan (the Plan) that provides a health care saving account to eligible employees hired after September 30, 2008. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are required to participate immediately upon employment. Employees are required to contribute 1% and the Board contributes 2% of each participant's compensation to the Plan. The Board's contributions are fully vested after five years of service. During the year employees contributed \$29,539 and the Board contributed \$53,344 to the plan.

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

#### 11. RISK MANAGEMENT

##### *Primary Government*

The City purchases insurance and participates in public entity risk pools for the various risks associated with City operations. Significant risk management activities of the City are accounted for and disclosed below.

The City is exposed to various risks of loss related to torts; theft or damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City obtains its liability insurance coverage from Municipal Underwriters of West Michigan, Inc. The City pays an annual premium to Municipal Underwriters of West Michigan, Inc. for liability insurance coverage. Municipal Underwriters of West Michigan, Inc. is self-sustaining through member premiums and provides, subject to certain deductibles, occurrences-based coverage by internally insuring certain risks and reinsuring risks through commercial companies. A \$1,000 deductible is maintained to place the responsibility for small charges with the City. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

The City manages its workers' compensation risk by participating in the Michigan Municipal League Workers' Compensation Fund (MMLWCF), a public entity risk pool providing workers' compensation coverage to its participating members. The City pays an annual premium to MMLWCF for its workers compensation coverage. The MMLWCF is self-sustaining through member premiums and provides statutory workers compensation coverage to its members by internally insuring certain risks and reinsuring risks through commercial companies. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

The City is self-funded for medical, dental, and disability insurance. The claims liability of \$40,849 reported at June 30, 2024 is based on the requirements of accounting standards which require that a liability for claims be reported if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated.

The activity of the self-funded insurance is accounted for in the Insurance internal service fund. An independent administrator is contracted to process the daily claims. An excess coverage insurance policy covers individual claims in excess of \$70,000 per covered individual with a 125% aggregate. The City is responsible for paying administrative charges which are included in this fund. The revenues for this fund's operation are charges to various funds, employee withholdings, and co-payments. The liability at the end of the year included claims already incurred and reported as well as an estimate for claims incurred but not reported. Claim liabilities are calculated considering the effects of inflation and recent claim settlement trends including frequency and amount of pay-outs and other economic and social factors. Settled claims have not exceeded insurance coverage in the history of the self-insurance program, and there have been no significant reductions in insurance coverage from the prior year.

The changes in the claims liability for the years ended June 30, 2023 and 2024 were as follows:

<u>Year</u>	<u>Beginning of Year Liability</u>	<u>Current Year Claims and Changes in Estimates</u>	<u>Claim Payments</u>	<u>End of Year Liability</u>
2023	\$61,454	\$2,012,522	2,030,206	\$43,770
2024	43,770	2,021,038	2,023,959	40,849

# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

### FOR THE YEAR ENDED JUNE 30, 2024

The Board of Light and Power is exposed to various risks related to liability, damage or loss for which it participated in the creation of a self-insurance program known as the Michigan Professional Insurance Association (MPIA). The MPIA was established pursuant to the State of Michigan Act 35 of 1951; Intergovernmental Contracts between Municipal Corporations.

MPIA administers an actuarially based risk management fund and utilizes such funds deposited by the Board of Light and Power to defend and protect Board of Light and Power. MPIA has purchased commercial insurance for coverage in excess of the Board of Light and Power's self-insured reserve limits. MPIA assumes risk of loss within the scope of the memorandum of coverage to the extent of the coverage limits offered by the memorandum of coverage.

Following is insurance coverage and related deductibles effect at year-end:

	<u>Deductible/Retention</u>	
	<u>2024</u>	<u>2023</u>
Property and equipment	\$50,000 - 500,000	\$50,000 - 500,000
General liability	50,000	50,000
Public officials liability	25,000	25,000
Employee benefits liability	50,000	50,000
Crime	25,000	25,000

The Board of Light and Power makes annual payments to the MPIA for administrative charges, insurance purchases and estimated risk retention reserves. At year-end the risk retention reserve balance held by the MPIA for the Board of Light and Power was \$9,543,361 which excluded assets set aside for estimated claims of \$104,938. The estimated claims at the end of the year included claims already incurred and reported as well as an estimate for claims incurred but not reported. Claim liabilities are calculated considering the effects of inflation and recent claim settlement trends including frequency and amount of pay-outs and other economic and social factors. Settled claims have not exceeded insurance coverage in any of the past three years, and changes in insurance coverage are reflected above.

The claims liability for the Board of Light and Power as reported by the MPIA for the years ended June 30, 2024 and 2023 was \$104,938 and \$86,543 respectively. Claims adjustment expense cannot be specifically identified to each participant in the MPIA. Total claims expense reported by the MPIA for the years ended June 30, 2024 and 2023 were \$18,395 and \$17,043 respectively.

## 12. TAX ABATEMENTS

The City entered into property tax abatements agreements with local businesses under the Plant Rehabilitation and Industrial Development Districts Act, (known as the Industrial Facilities Exemption) PA 198 of 1974, as amended, provides a tax incentive to manufacturers to enable renovation and expansion of aging facilities, assist in the building of new facilities, and to promote the establishment of high-tech facilities. An Industrial Facilities Exemption (IFE) certificate entitles the facility to exemption from ad valorem real and/or personal property taxes for a term of 1-12 years as determined by the local unit of government. The agreements entered into by the City include claw back provisions should the recipient of the tax abatement fail to fully meet its commitments, such as employment levels and timelines for relocation. The IFT is computed at half the local property tax millage rate. This amounts to a reduction in property taxes of approximately 50%.

For the year ended June 30, 2024, the City abated property tax revenues of approximately \$137,509.



# CITY OF GRAND HAVEN

## NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED JUNE 30, 2024

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### 13. CONTINGENCIES

In the normal course of its activities, the City has become a party in various legal actions, including property tax assessment appeals. Management of the City is of the opinion that the outcome of such actions will not have a material effect on the financial position of the City and, therefore, has not reflected loss reserves in the financial statements.

The Grand Haven Board of Light and Power decommissioned the Sims Coal fired electricity plant in 2020 and is actively engaged with the Michigan Department of Environment, Great Lakes and Energy (EGLE) to finalize regulatory action on coal ash impoundments. Grand Haven Board of Light and Power activity on the island has triggered EGLE involvement, and the City dump, which lies beneath the Sims site and was formally closed by the City of Grand Haven in 1970, is a source of concern. It is impossible to determine the financial obligation that the City and the Grand Haven Board of Light and Power may ultimately have regarding the landfill and coal ash impoundments until further studies and tests are performed.

### 14. COMMITMENTS

As disclosed in Note 1, the City is a member of the Grand Haven-Spring Lake Sewer Authority and the Northwest Ottawa Water Treatment Plant. The City, along with the other participating communities, has pledged their full faith and credit for repayment of the outstanding debt of these entities. For all debt, the amount the City is required to contribute to these entities for repayment of debt is not a fixed amount but is based on the volume of sewage treated and water purchased and is included in the rate charged by these entities.

### 15. RELATED PARTY TRANSACTIONS

City-owned facilities are users of Board of Light and Power electric services. The Board of Light and Power includes the sale of such services in its charges for services revenue and reflects balances receivable for these services as accounts receivable. The Board of Light and Power is required to pay five percent of gross retail sales to the City under provisions of the City Charter. The payment of the five percent of gross sales to the City is reported as transfers out to the City of Grand Haven.

### 16. CONSTRUCTION CODE FEES

The City oversees building construction in accordance with the State of Michigan Construction Code Act, including inspection of building construction and renovation to ensure compliance with the building codes. The City charges fees for these services. The law requires that collection of these fees be used only for construction code costs, including an allocation of estimated overhead costs. A summary of the current year activity and cumulative surplus or shortfall generated since January 1, 2000 is as follows:

Cumulative shortfall – July 1, 2023	\$(691,955)
Current year building permit revenues	416,203
Related expenses	
Direct costs	(550,902)
Estimated indirect costs	<u>(68,403)</u>
Cumulative shortfall – June 30, 2024	<u>\$(895,057)</u>

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## **REQUIRED SUPPLEMENTARY INFORMATION**

# CITY OF GRAND HAVEN

## GENERAL FUND SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Budget Amounts</u>		<u>Actual Amount</u>	<u>Variance Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes				
Property taxes	\$ 8,042,000	\$ 8,964,040	\$ 9,031,742	\$ 67,702
Intergovernmental revenues				
Federal	20,000	23,966	23,966	-
State	1,327,600	1,390,800	1,417,128	26,328
Local	1,000	73,308	38,017	(35,291)
Special assessments	15,000	21,000	17,341	(3,659)
Licenses and permits	1,049,722	1,035,732	1,009,309	(26,423)
Charges for services	2,386,396	2,504,613	2,558,340	53,727
Fines	86,000	88,500	81,376	(7,124)
Investment earnings	210,024	455,375	497,359	41,984
Miscellaneous	179,750	208,345	250,285	41,940
<b>Total revenues</b>	<u>13,317,492</u>	<u>14,765,679</u>	<u>14,924,863</u>	<u>159,184</u>
<b>Expenditures</b>				
Current				
General government	2,895,361	3,475,861	3,364,879	110,982
Public safety	6,827,536	6,710,463	6,578,018	132,445
Public works	2,486,362	2,322,497	2,147,783	174,714
Culture and recreation	1,844,547	1,914,645	1,806,494	108,151
Debt service				
Principal	19,088	19,088	19,088	-
Interest and fiscal charges	42,043	11,478	11,478	-
<b>Total expenditures</b>	<u>14,114,937</u>	<u>14,454,032</u>	<u>13,927,740</u>	<u>526,292</u>
<b>Revenues over (under) expenditures</b>	<u>(797,445)</u>	<u>311,647</u>	<u>997,123</u>	<u>685,476</u>
Other financing sources (uses)				
Transfers in	2,190,000	2,747,702	2,807,639	59,937
Transfers out	(1,400,715)	(3,111,295)	(2,245,877)	865,418
<b>Total other financing sources (uses)</b>	<u>789,285</u>	<u>(363,593)</u>	<u>561,762</u>	<u>925,355</u>
Net changes in fund balance	(8,160)	(51,946)	1,558,885	1,610,831
<b>Fund balance, beginning of year</b>	<u>7,530,809</u>	<u>7,530,809</u>	<u>7,530,809</u>	<u>-</u>
<b>Fund balance, end of year</b>	<u>\$ 7,522,649</u>	<u>\$ 7,478,863</u>	<u>\$ 9,089,694</u>	<u>\$ 1,610,831</u>

**CITY OF GRAND HAVEN**  
**DEFINED BENEFIT PENSION PLAN**  
**SCHEDULE OF CHANGES IN EMPLOYERS NET PENSION**  
**LIABILITY AND RELATED RATIOS**

**FOR THE YEAR ENDED JUNE 30, 2024**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Total pension liability</b>										
Service cost	\$ 1,714,380	\$ 1,784,375	\$ 1,938,291	\$ 1,896,453	\$ 1,876,313	\$ 1,787,913	\$ 1,719,873	\$ 1,220,104	\$ 852,162	\$ 866,057
Interest	6,872,845	6,970,006	7,719,273	7,931,391	8,390,678	8,623,429	8,876,309	9,507,015	6,299,683	6,402,197
Changes in benefit terms	-	(8,167)	(27,927)	(54,797)	2,423	(25,121)	(883,918)	-	-	-
Difference between expected and actual experience	-	1,069,871	(1,279,520)	2,035,707	(948,030)	1,579,667	1,505,496	(2,941,291)	1,531,421	859,551
Changes in assumptions	-	4,451,385	-	-	-	4,122,188	3,919,533	3,473,668	-	722,080
Benefit payments including employee refunds	(4,522,352)	(5,086,362)	(5,306,454)	(6,048,965)	(6,066,289)	(6,669,279)	(7,437,446)	(5,739,852)	(6,539,218)	(5,887,710)
Transfer to BLP for division separation	-	-	-	-	-	-	-	(43,136,110)	-	-
Transfers and refunds for DC plan conversion	-	-	-	-	-	-	-	-	(1,062,776)	-
Other	-	217,812	-	-	(4)	(2)	1	(2)	-	2
<b>Net change in total pension liability</b>	4,064,873	9,398,920	3,043,663	5,759,789	3,255,091	9,418,795	7,699,848	(37,616,468)	1,081,272	2,962,177
<b>Total pension liability, beginning of year</b>	84,711,200	88,776,073	98,174,993	101,218,656	106,978,445	110,233,536	119,652,331	127,352,179	89,735,711	90,816,983
<b>Total pension liability, end of year</b>	\$ 88,776,073	\$ 98,174,993	\$ 101,218,656	\$ 106,978,445	\$ 110,233,536	\$ 119,652,331	\$ 127,352,179	\$ 89,735,711	\$ 90,816,983	\$ 93,779,160
<b>Plan Fiduciary Net Position</b>										
Contributions-employer	\$ 1,230,140	\$ 1,351,197	\$ 1,528,835	\$ 6,969,429	\$ 2,803,011	\$ 2,096,764	\$ 6,530,362	\$ 2,187,153	\$ 2,539,724	\$ 2,886,806
Contributions-employee	1,017,387	1,188,014	1,399,568	1,649,872	1,583,711	1,619,918	1,519,254	1,185,750	1,096,928	768,468
Net investment income	4,384,730	(1,056,807)	7,662,061	9,637,326	(3,336,775)	10,759,791	10,939,329	8,701,598	(6,780,228)	6,023,787
Benefit payments including employee refunds	(4,522,352)	(5,086,362)	(5,306,454)	(6,048,965)	(6,066,289)	(6,669,279)	(7,437,446)	(5,739,852)	(5,512,915)	(5,887,710)
Transfer to BLP for division separation	-	-	-	-	-	-	-	(40,085,898)	-	-
Transfers and refunds for DC plan conversion	-	-	-	-	-	-	-	-	(1,026,303)	-
Administrative expense	(160,769)	(155,709)	(151,314)	(152,492)	(164,445)	(185,343)	(174,529)	(94,791)	(118,407)	(127,958)
<b>Net change in plan fiduciary net position</b>	1,949,136	(3,759,667)	5,132,696	12,055,170	(5,180,787)	7,621,851	11,376,970	(33,846,040)	(9,801,201)	3,663,393
<b>Plan fiduciary net position, beginning of year</b>	69,855,871	71,805,007	68,045,340	73,178,036	85,233,206	80,052,419	87,674,270	99,051,240	65,205,200	55,403,999
<b>Plan fiduciary net position, end of year</b>	\$ 71,805,007	\$ 68,045,340	\$ 73,178,036	\$ 85,233,206	\$ 80,052,419	\$ 87,674,270	\$ 99,051,240	\$ 65,205,200	\$ 55,403,999	\$ 59,067,392
<b>Total net pension liability</b>	\$ 16,971,066	\$ 30,129,653	\$ 28,040,620	\$ 21,745,239	\$ 30,181,117	\$ 31,978,061	\$ 28,300,939	\$ 24,530,511	\$ 35,412,984	\$ 34,711,768
<b>Plan fiduciary net position as a percentage of the total pension liability</b>	81%	69%	72%	80%	73%	73%	78%	73%	61%	63%
<b>Covered employee payroll</b>	\$ 11,071,127	\$ 11,535,426	\$ 12,103,488	\$ 11,544,999	\$ 11,230,904	\$ 10,471,556	\$ 9,766,065	\$ 6,974,003	\$ 4,390,812	\$ 4,350,786
<b>Employer's net pension liability as a percentage of covered employee payroll</b>	153%	261%	232%	188%	269%	305%	290%	352%	807%	798%

**CITY OF GRAND HAVEN**  
**DEFINED BENEFIT PENSION PLAN**  
**SCHEDULE OF EMPLOYER CONTRIBUTIONS**

**FOR THE YEAR ENDED JUNE 30, 2024**

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially determined contributions	\$ 1,285,986	\$ 1,533,911	\$ 1,528,835	\$ 1,976,799	\$ 1,832,196	\$ 2,259,855	\$ 1,823,154	\$ 2,333,502	\$ 2,721,068	\$ 2,314,296
Contributions in relation to the actuarially determined contribution	1,285,986	1,533,911	1,528,835	6,976,799	2,832,196	2,259,855	5,823,154	2,333,502	2,721,068	2,814,296
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ (5,000,000)	\$ (1,000,000)	\$ -	\$ (4,000,000)	\$ -	\$ -	\$ (500,000)
Covered employee payroll	\$ 11,071,127	\$ 11,535,426	\$ 12,103,488	\$ 11,544,999	\$ 11,230,904	\$ 10,471,556	\$ 9,766,065	\$ 6,974,003	\$ 4,390,812	\$ 4,350,786
Contributions as a percentage of covered employee payroll	11.6%	13.3%	12.6%	60.4%	25.2%	21.6%	59.6%	33.5%	62.0%	64.7%

**Notes to schedule**

Actuarial cost method	Entry Age
Amortization method	Level percentage of payroll, open
Remaining amortization period	10-18 years
Asset valuation method	5 year smoothed (10 year smothing 2014)
Inflation	2.5% (3.5% 2014)
Salary increases	3.00% (3.75% for 2015 through 2019)
Investment rate of return	6.93% (7.35% for 2020 and 2021; 7.75% 2015-2019; 7.00% 2020-2023)
Retirement age	Varies depending on plan adoption
Mortality	50% female/ 50% male RP-2014 mortality table

**GRAND HAVEN BOARD OF LIGHT AND POWER**

**DEFINED BENEFIT PENSION PLAN  
SCHEDULE OF CHANGES IN EMPLOYERS NET PENSION  
LIABILITY AND RELATED RATIOS**

**FOR THE YEARS ENDED JUNE 30, 2015 through 2023**

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Total pension liability</b>										
Service cost	\$ 1,714,380	\$ 1,784,375	\$ 1,938,292	\$ 1,896,453	\$ 1,876,313	\$ 1,787,913	\$ 1,719,873	\$ 346,845	\$ 356,420	\$ 332,669
Interest	6,872,845	6,970,006	7,719,273	7,931,391	8,390,678	8,623,429	8,876,309	3,205,780	3,189,558	3,249,780
Changes in benefit terms	-	(8,167)	(27,927)	(54,797)	2,423	(25,121)	(883,918)	-	-	-
Difference between expected and actual experience	-	1,069,871	(1,279,520)	2,035,707	(948,030)	1,579,667	1,505,496	(826,286)	339,916	533,973
Changes in assumptions	-	4,451,385	-	-	-	4,122,188	3,919,533	1,680,863	-	354,870
Benefit payments including employee refunds	(4,522,352)	(5,086,362)	(5,306,454)	(6,048,965)	(6,066,289)	(6,669,279)	(7,437,446)	(2,256,423)	(2,942,376)	(3,144,402)
Other	-	217,812	(1)	-	(4)	(2)	1	-	1	(1)
<b>Net change in total pension liability</b>	<b>4,064,873</b>	<b>9,398,920</b>	<b>3,043,663</b>	<b>5,759,789</b>	<b>3,255,091</b>	<b>9,418,795</b>	<b>7,699,848</b>	<b>2,150,779</b>	<b>943,519</b>	<b>1,326,889</b>
<b>Total pension liability, beginning of year</b>	<b>84,711,200</b>	<b>88,776,073</b>	<b>98,174,993</b>	<b>101,218,656</b>	<b>106,978,445</b>	<b>110,233,536</b>	<b>119,652,331</b>	<b>43,136,110</b>	<b>45,286,889</b>	<b>46,230,408</b>
<b>Total pension liability, end of year</b>	<b>\$ 88,776,073</b>	<b>\$ 98,174,993</b>	<b>\$ 101,218,656</b>	<b>\$ 106,978,445</b>	<b>\$ 110,233,536</b>	<b>\$ 119,652,331</b>	<b>\$ 127,352,179</b>	<b>\$ 45,286,889</b>	<b>\$ 46,230,408</b>	<b>\$ 47,557,297</b>
<b>Plan Fiduciary Net Position</b>										
Contributions-employer	\$ 1,230,140	\$ 1,351,197	\$ 1,528,835	\$ 6,969,429	\$ 2,803,011	\$ 2,096,764	\$ 6,530,362	\$ 1,062,160	\$ 3,133,328	\$ 821,166
Contributions-employee	1,017,387	1,188,014	1,399,568	1,649,872	1,583,711	1,619,918	1,519,254	233,792	223,524	205,503
Net investment income	4,384,730	(1,056,807)	7,662,061	9,637,326	(3,336,775)	10,759,791	10,939,329	5,038,183	(4,503,490)	4,346,844
Benefit payments including employee refunds	(4,522,352)	(5,086,362)	(5,306,454)	(6,048,965)	(6,066,289)	(6,669,279)	(7,437,446)	(2,256,423)	(2,942,376)	(3,144,402)
Administrative expense	(160,769)	(155,709)	(151,314)	(152,492)	(164,445)	(185,343)	(174,529)	(63,315)	(82,236)	(92,423)
<b>Net change in plan fiduciary net position</b>	<b>1,949,136</b>	<b>(3,759,667)</b>	<b>5,132,696</b>	<b>12,055,170</b>	<b>(5,180,787)</b>	<b>7,621,851</b>	<b>11,376,970</b>	<b>4,014,397</b>	<b>(4,171,250)</b>	<b>2,136,688</b>
<b>Plan fiduciary net position, beginning of year</b>	<b>69,855,871</b>	<b>71,805,007</b>	<b>68,045,340</b>	<b>73,178,036</b>	<b>85,233,206</b>	<b>80,052,419</b>	<b>87,674,270</b>	<b>40,085,898</b>	<b>44,100,296</b>	<b>39,929,046</b>
<b>Plan fiduciary net position, end of year</b>	<b>\$ 71,805,007</b>	<b>\$ 68,045,340</b>	<b>\$ 73,178,036</b>	<b>\$ 85,233,206</b>	<b>\$ 80,052,419</b>	<b>\$ 87,674,270</b>	<b>\$ 99,051,240</b>	<b>\$ 44,100,295</b>	<b>\$ 39,929,046</b>	<b>\$ 42,065,734</b>
<b>Employer net pension liability</b>	<b>\$ 16,971,066</b>	<b>\$ 30,129,653</b>	<b>\$ 28,040,620</b>	<b>\$ 21,745,239</b>	<b>\$ 30,181,117</b>	<b>\$ 31,978,061</b>	<b>\$ 28,300,939</b>	<b>\$ 1,186,594</b>	<b>\$ 6,301,362</b>	<b>\$ 5,491,563</b>
Employer net pension liability reported by Grand Haven Board of Light and Power **	\$ 6,141,039	\$ 12,039,809	\$ 11,524,695	\$ 4,196,831	\$ 4,941,117	\$ 7,520,756	\$ 4,450,113	N/A	N/A	N/A
Plan fiduciary net position as a percentage of the total pension liability	81%	69%	72%	80%	73%	73%	78%	97%	86%	88%
Covered employee payroll	\$ 11,071,127	\$ 11,535,426	\$ 12,103,488	\$ 11,544,999	\$ 11,230,904	\$ 10,471,556	\$ 9,766,065	\$ 2,164,742	\$ 2,084,285	\$ 2,774,545
Employer's net pension liability as a percentage of covered employee payroll	153%	261%	232%	188%	269%	305%	290%	55%	302%	198%

**Notes to schedule:**

\*\*The above schedule provides information for the City of Grand Haven plan as a whole through 2020 with the exception of this item.

The Grand Haven Board of Light and Power defined benefit pension plan was split from, and is presented separately from, the City plan beginning in 2021.

Above data is based on a measurement date of December 31.

# GRAND HAVEN BOARD OF LIGHT AND POWER

## *DEFINED BENEFIT PENSION PLAN SCHEDULE OF EMPLOYER CONTRIBUTIONS*

*FOR THE YEARS ENDED JUNE 30, 2015 through 2024*

Fiscal Year end	Actuarially determined contributions **	Contributions in relation to the actuarially determined contribution **	Contribution deficiency (excess) **	Covered employee payroll **	Contributions as a percentage of covered employee payroll **
6/30/2015	\$ 542,904	\$ 542,904	\$ -	\$ 4,672,250	12%
6/30/2016	582,225	582,225	-	4,689,604	12%
6/30/2017	688,049	688,049	-	5,733,742	12%
6/30/2018	657,368	5,657,368	(5,000,000)	4,265,218	133%
6/30/2019	525,540	1,525,540	(1,000,000)	3,771,656	40%
6/30/2020	525,804	753,552	(227,748)	3,188,749	24%
6/30/2021	960,000	4,960,000	(4,000,000)	3,692,923	134%
6/30/2022	832,788	1,324,320	(491,532)	2,351,628	56%
6/30/2023	991,534	2,991,534	(2,000,000)	2,239,798	134%
6/30/2024	699,996	864,988	(164,992)	2,774,545	31%

**Notes to schedule**

Actuarial cost method	Entry Age
Amortization method	Level percentage of payroll, open
Remaining amortization period	16 years
Asset valuation method	5 year smoothed (10 year smothing 2014)
Inflation	2.5% (3.5% 2014)
Salary increases	3.00% (3.75% for 2015 through 2019)
Investment rate of return	7.00% (7.35% through 2020, 7.75% for 2015 through 2019)
Retirement age	Varies depending on plan adoption
Mortality	50% female/ 50% male RP-2014 mortality table

**Notes to schedule:**

\*\*The above schedule provides information for the City of Grand Haven plan as a whole through 2020 with the exception of this item.

The Grand Haven Board of Light and Power defined benefit pension plan was split from, and is presented separately from, the City plan beginning in 2021.



**CITY OF GRAND HAVEN**

**DEFINED BENEFIT OPEB PLAN  
SCHEDULE OF CHANGES IN EMPLOYERS NET OPEB  
LIABILITY AND RELATED RATIOS**

**FOR THE YEAR ENDED JUNE 30, 2024**

	2017	2018	2019	2020	2021	2022	2023	2024
<b>Total OPEB liability</b>								
Service cost	\$ 52,122	\$ 49,554	\$ 42,889	\$ 46,820	\$ 43,640	\$ 26,241	\$ 38,826	\$ 37,962
Interest	456,376	456,247	556,550	623,499	593,625	420,162	661,963	627,338
Changes in benefit terms	-	-	-	(34,994)	-	785,603	-	(139,837)
Difference between expected and actual experience	79,952	1,015,790	141,760	(101,970)	(75,976)	1,893,952	(15,602)	(1,809,018)
Changes in assumptions	-	292,450	864,802	207,572	(27,044)	2,003,766	122,659	98,048
Benefit payments including employee refunds	(535,595)	(639,638)	(779,102)	(713,057)	(699,661)	(1,648,715)	(1,155,671)	(1,447,538)
Transfer to BLP for division separation	-	-	-	-	-	(1,702,702)	-	-
Other	-	-	-	-	-	-	-	-
<b>Net change in total OPEB liability</b>	<u>52,855</u>	<u>1,174,403</u>	<u>826,899</u>	<u>27,870</u>	<u>(165,416)</u>	<u>1,778,307</u>	<u>(347,825)</u>	<u>(2,633,045)</u>
<b>Total OPEB liability, beginning of year</b>	<u>6,300,692</u>	<u>6,353,547</u>	<u>7,527,950</u>	<u>8,354,849</u>	<u>8,382,719</u>	<u>8,217,303</u>	<u>9,995,610</u>	<u>9,647,785</u>
<b>Total OPEB liability, end of year</b>	<u>\$ 6,353,547</u>	<u>\$ 7,527,950</u>	<u>\$ 8,354,849</u>	<u>\$ 8,382,719</u>	<u>\$ 8,217,303</u>	<u>\$ 9,995,610</u>	<u>\$ 9,647,785</u>	<u>\$ 7,014,740</u>
<b>Plan Fiduciary Net Position</b>								
Contributions-employer	\$ 500,000	\$ -	\$ 779,102	\$ 713,057	\$ 699,661	\$ 1,648,715	\$ 1,155,671	\$ 1,447,538
Contributions/benefit payments made from general operating fund	535,595	639,638	-	-	-	-	-	-
Net investment income	198,865	151,458	62,008	50,205	618,036	(177,045)	147,832	218,418
Benefit payments including employee refunds	(535,595)	(639,638)	(779,102)	(713,057)	(699,661)	(1,648,715)	(1,155,671)	(1,447,538)
Administrative expense	(4,014)	(4,916)	(4,396)	(3,939)	(4,546)	(4,357)	(3,743)	(4,661)
Transfer to BLP for division separation	-	-	-	-	-	(647,015)	-	-
Other	-	-	-	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<u>694,851</u>	<u>146,542</u>	<u>57,612</u>	<u>46,266</u>	<u>613,490</u>	<u>(828,417)</u>	<u>144,089</u>	<u>213,757</u>
<b>Plan fiduciary net position, beginning of year</b>	<u>1,253,419</u>	<u>1,948,270</u>	<u>2,094,812</u>	<u>2,152,424</u>	<u>2,198,690</u>	<u>2,812,180</u>	<u>1,983,763</u>	<u>2,127,852</u>
<b>Plan fiduciary net position, end of year</b>	<u>\$ 1,948,270</u>	<u>\$ 2,094,812</u>	<u>\$ 2,152,424</u>	<u>\$ 2,198,690</u>	<u>\$ 2,812,180</u>	<u>\$ 1,983,763</u>	<u>\$ 2,127,852</u>	<u>\$ 2,341,609</u>
<b>Employer net OPEB liability</b>	<u>\$ 4,405,277</u>	<u>\$ 5,433,138</u>	<u>\$ 6,202,425</u>	<u>\$ 6,184,029</u>	<u>\$ 5,405,123</u>	<u>\$ 8,011,847</u>	<u>\$ 7,519,933</u>	<u>\$ 4,673,131</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	31%	28%	26%	26%	34%	20%	22%	33%
<b>Covered employee payroll</b>	\$ 11,180,895	\$ 5,713,567	\$ 5,833,306	\$ 4,286,167	\$ 4,228,786	\$ 3,318,646	\$ 4,417,682	\$ 3,577,526
<b>Employer's net OPEB liability as a percentage of covered employee payroll</b>	39%	95%	106%	144%	128%	241%	170%	131%

**SCHEDULE OF INVESTMENT RETURNS**

	2017	2018	2019	2020	2021	2022	2023	2024
Annual money-weighted rate of return net of investment expense	12.2%	7.7%	2.9%	7.2%	28.1%	-8.5%	7.2%	9.8%

**CITY OF GRAND HAVEN**  
**DEFINED BENEFIT OPEB PLAN**  
**SCHEDULE OF EMPLOYER CONTRIBUTIONS**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially determined contributions	\$ 859,095	\$ 646,318	\$ 906,928	\$ 1,119,545	\$ 1,208,354	\$ 950,545	\$ 1,271,254	\$ 1,299,965
Contributions in relation to the actuarially determined contribution	1,035,595	639,638	779,102	713,057	699,661	1,648,715	1,155,671	1,447,538
Contribution deficiency (excess)	\$ (176,500)	\$ 6,680	\$ 127,826	\$ 406,488	\$ 508,693	\$ (698,170)	\$ 115,583	\$ (147,573)
Covered employee payroll	\$ 11,180,895	\$ 5,713,567	\$ 5,833,306	\$ 4,286,167	\$ 4,228,786	\$ 3,318,646	\$ 4,417,682	\$ 3,577,526
Contributions as a percentage of covered employee payroll	9%	11%	13%	17%	17%	50%	26%	40%

**Notes to schedule**

Actuarial cost method	Entry Age
Amortization method	Level percent, closed
Remaining amortization period	8 years
Asset valuation method	Market value
Inflation	2.25%
Healthcare cost trend rates	7.25% graded down .25% per year until reaching 4.5%
Salary increases	3.00%
Investment rate of return	7.00% (7.35% 2020-2021) (7.75% 2017-2019)
Retirement age	Varies depending on plan adoption
Mortality	2010 Employee and Healthy Retiree; headcount weighted, IRS 2024 adjusted scale MP-2021

**State of Michigan PA 202 Information**

Actuarially recommended contributions in accordance with State PA 202	\$ 1,117,859
Minimum required contribution under PA 202	1,447,538
Actual contribution	1,447,538
Contribution for employees hired after June 30, 2018	n/a

State of Michigan PA 202 assumptions, if different from GASB:

Effective discount rate - 6.90%
Salary scale - 3.75%

**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

**Basis of Accounting**

Budgets for the General and Special Revenue Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

**Pension and OPEB data**

The data presented on the schedule of changes in employers net pension liability schedule is based on a December 31 measurement date.

The data presented on the schedule of changes in employers net OPEB liability schedule is based on a June 30 measurement date.

The pension and OPEB schedules are being accumulated prospectively until 10 years of information is presented.

**CITY OF GRAND HAVEN**  
**GRAND HAVEN BOARD OF LIGHT AND POWER**  
**DEFINED BENEFIT OPEB PLAN**  
**SCHEDULE OF CHANGES IN EMPLOYERS NET OPEB**  
**LIABILITY AND RELATED RATIOS**

**FOR THE YEAR ENDED JUNE 30, 2024**

	2017	2018	2019	2020	2021	2022	2023	2024
<b>Total OPEB liability</b>								
Service cost	\$ 52,122	\$ 49,554	\$ 42,889	\$ 46,820	\$ 43,640	\$ 15,611	\$ 14,854	\$ 13,823
Interest	456,376	456,247	556,550	623,499	593,625	113,978	78,633	72,607
Changes in benefit terms	-	-	-	(34,994)	-	-	-	-
Difference between expected and actual experience	79,952	1,015,790	141,760	(101,970)	(75,976)	(42,424)	44,149	610,120
Change on plan terms	-	-	-	-	-	(334,645)	-	-
Changes in assumptions	-	292,450	864,802	207,572	(27,044)	110,853	12,160	20,699
Benefit payments including employee refunds	(535,595)	(639,638)	(779,102)	(713,057)	(699,661)	(335,192)	(244,837)	(224,869)
Other	-	-	-	-	-	-	-	-
<b>Net change in total OPEB liability</b>	<u>52,855</u>	<u>1,174,403</u>	<u>826,899</u>	<u>27,870</u>	<u>(165,416)</u>	<u>(471,819)</u>	<u>(95,041)</u>	<u>492,380</u>
<b>Total OPEB liability, beginning of year</b>	<u>6,300,692</u>	<u>6,353,547</u>	<u>7,527,950</u>	<u>8,354,849</u>	<u>8,382,719</u>	<u>1,702,702</u>	<u>1,230,883</u>	<u>1,135,842</u>
<b>Total OPEB liability, end of year</b>	<u>\$ 6,353,547</u>	<u>\$ 7,527,950</u>	<u>\$ 8,354,849</u>	<u>\$ 8,382,719</u>	<u>\$ 8,217,303</u>	<u>\$ 1,230,883</u>	<u>\$ 1,135,842</u>	<u>\$ 1,628,222</u>
<b>Plan Fiduciary Net Position</b>								
Contributions-employer	\$ 500,000	\$ -	\$ 779,102	\$ 713,057	\$ 699,661	\$ -	\$ -	\$ -
Contributions/benefit payments made from general operating funds	535,595	639,638	-	-	-	335,192	244,837	224,869
Net Investment income	198,865	151,458	62,008	50,205	618,036	(54,370)	44,113	65,177
Benefit payments including employee refunds	(535,595)	(639,638)	(779,102)	(713,057)	(699,661)	(335,192)	(244,837)	(224,869)
Administrative expense	(4,014)	(4,917)	(4,396)	(3,939)	(4,546)	(687)	(1,117)	(1,391)
Other	-	-	-	-	-	-	-	-
<b>Net change in plan fiduciary net position</b>	<u>694,851</u>	<u>146,541</u>	<u>57,612</u>	<u>46,266</u>	<u>613,490</u>	<u>(55,057)</u>	<u>42,996</u>	<u>63,786</u>
<b>Plan fiduciary net position, beginning of year</b>	<u>1,253,420</u>	<u>1,948,271</u>	<u>2,094,812</u>	<u>2,152,424</u>	<u>2,198,690</u>	<u>647,015</u>	<u>591,958</u>	<u>634,954</u>
<b>Plan fiduciary net position, end of year</b>	<u>\$ 1,948,271</u>	<u>\$ 2,094,812</u>	<u>\$ 2,152,424</u>	<u>\$ 2,198,690</u>	<u>\$ 2,812,180</u>	<u>\$ 591,958</u>	<u>\$ 634,954</u>	<u>\$ 698,740</u>
<b>Employer net OPEB liability</b>	<u>\$ 4,405,276</u>	<u>\$ 5,433,138</u>	<u>\$ 6,202,425</u>	<u>\$ 6,184,029</u>	<u>\$ 5,405,123</u>	<u>\$ 638,925</u>	<u>\$ 500,888</u>	<u>\$ 929,482</u>
Employer net OPEB liability reported by Grand Haven Board of Light and Power **	<u>\$ 1,013,548</u>	<u>\$ 1,319,831</u>	<u>\$ 1,146,013</u>	<u>\$ 1,091,795</u>	<u>\$ 1,055,687</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	31%	28%	26%	26%	34%	48%	56%	43%
<b>Covered employee payroll</b>	\$ 11,180,895	\$ 5,433,138	\$ 5,833,306	\$ 4,286,167	\$ 4,228,786	\$ 1,187,543	\$ 1,097,102	\$ 2,218,649
<b>Employer's net OPEB liability as a percentage of covered employee payroll</b>	39%	100%	106%	144%	128%	54%	46%	42%

**Notes to schedule:**

\*\*The above schedule provides information for the City of Grand Haven plan as a whole through 2021 with the exception of this item.

The Grand Haven Board of Light and Power defined benefit pension plan was split from, and is presented separately from, the City plan beginning in 2022.

Above data is based on a June 30 measurement date.

**CITY OF GRAND HAVEN**

**GRAND HAVEN BOARD OF LIGHT AND POWER  
DEFINED BENEFIT OPEB PLAN  
SCHEDULE OF EMPLOYER CONTRIBUTIONS**

**FOR THE YEAR ENDED JUNE 30, 2024**

<b>Fiscal Year end</b>	<b>Actuarially determined contributions **</b>	<b>Contributions in relation to the actuarially determined contribution **</b>	<b>Contribution deficiency (excess) **</b>	<b>Covered employee payroll **</b>	<b>Contributions as a percentage of covered employee payroll **</b>
6/30/2017	\$ 202,700	\$ 208,736	\$ (6,036)	\$ 4,398,937	5%
6/30/2018	215,813	215,813	-	3,280,409	7%
6/30/2019	212,789	212,789	-	3,041,327	7%
6/30/2020	273,794	280,815	(7,021)	1,738,293	16%
6/30/2021	251,488	212,119	39,369	1,720,867	12%
6/30/2022	240,636	335,192	(94,556)	1,187,543	28%
6/30/2023	123,449	244,837	(121,388)	1,097,102	22%
6/30/2024	119,876	224,869	(104,993)	2,218,649	10%

**Notes to schedule**

Actuarial cost method	Entry Age
Amortization method	Level percent, closed
Remaining amortization period	6 years
Asset valuation method	Market value
Inflation	2.25%
Healthcare cost trend rates	7.25% graded down .25% per year until reaching 4.5%
Salary increases	3.00%
Investment rate of return	7% (7.35% through 2021, 7.75% 2017-2019)
Retirement age	Varies depending on plan adoption
Mortality	2010 Employee and Healthy Retiree; headcount weighted, 2021 Improvement

**SCHEDULE OF INVESTMENT RETURNS**

**FOR THE YEARS ENDED JUNE 30, 2017 through 2022**

<b>Fiscal Year end</b>	<b>Annual money-weighted rate of return net of investment expense</b>
6/30/2017	12.2%
6/30/2018	7.7%
6/30/2019	2.9%
6/30/2020	7.2%
6/30/2021	28.1%
6/30/2022	-4.4%
6/30/2023	7.2%
6/30/2024	9.8%

**Notes to schedule:**

Above returns are based on a measurement date of June 30.

\*\*The above schedule provides information for the City of Grand Haven plan as a whole through 2021 with the exception of this item. The Grand Haven Board of Light and Power defined benefit pension plan was split from, and is presented separately from, the City plan beginning in 2022.

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**COMBINING AND INDIVIDUAL FUND  
STATEMENTS AND SCHEDULES**

**CITY OF GRAND HAVEN**  
**GENERAL FUND**  
**SCHEDULE OF EXPENDITURES**  
**BUDGET AND ACTUAL**  
**FOR THE YEAR ENDED JUNE 30, 2024**

Expenditures	Budget Amounts		Actual Amount	Variance Positive (Negative)
	Original	Final		
<b>Current</b>				
General government				
City council	\$ 154,150	\$ 142,285	\$ 142,968	\$ (683)
City manager	525,120	561,115	531,860	29,255
Finance and treasury	779,000	1,248,108	1,231,571	16,537
City clerk	304,057	316,306	304,881	11,425
Information technology	244,406	227,621	215,662	11,959
Insurance administration	64,020	88,840	88,782	58
Assessing	197,679	187,486	188,950	(1,464)
Elections	109,290	83,031	82,150	881
Legal services	150,000	200,000	193,007	6,993
Human resources	205,244	200,811	180,590	20,221
City hall building operations	-	64,175	60,307	3,868
Planning and community development	162,395	156,083	144,151	11,932
	<u>2,895,361</u>	<u>3,475,861</u>	<u>3,364,879</u>	<u>110,982</u>
Public safety				
Public safety administration	781,961	788,563	752,908	35,655
TEAM/CSO	66,354	63,954	68,606	(4,652)
Police and fire operations	5,208,601	5,163,502	5,114,392	49,110
Building inspector	661,116	581,430	550,901	30,529
Emergency preparation	10,500	7,800	7,549	251
Public safety building operations	99,004	105,214	83,662	21,552
	<u>6,827,536</u>	<u>6,710,463</u>	<u>6,578,018</u>	<u>132,445</u>
Public works				
Public works administration	978,150	807,875	716,383	91,492
Sidewalks	138,715	138,230	87,330	50,900
Street lighting	240,000	240,000	186,176	53,824
Downtown dumpster	78,369	73,534	55,273	18,261
Community promotion	114,212	122,692	125,122	(2,430)
Right-of-way and parking lots	466,695	539,150	584,043	(44,893)
Sewer authority	34,728	25,753	19,386	6,367
Cemetery	404,032	350,002	354,438	(4,436)
Airport	31,461	25,261	19,632	5,629
	<u>2,486,362</u>	<u>2,322,497</u>	<u>2,147,783</u>	<u>174,714</u>
Culture and recreation				
Waterfront operations	179,404	120,653	105,747	14,906
Parks and playgrounds	967,520	1,022,709	953,379	69,330
Duncan woods	17,858	17,000	18,059	(1,059)
Central park place building operations	-	162,675	150,302	12,373
Musical fountain	46,042	30,737	28,473	2,264
Mulligan's lodge	81,700	74,540	66,216	8,324
Depot	42,761	39,461	37,415	2,046
Mini golf	50,982	44,380	31,914	12,466
Central park place	376,315	335,050	347,550	(12,500)
Coast Guard festival	81,965	67,440	67,439	1
	<u>1,844,547</u>	<u>1,914,645</u>	<u>1,806,494</u>	<u>108,151</u>
Debt service				
Principal	19,088	19,088	19,088	-
Interest and fiscal charges	42,043	11,478	11,478	-
	<u>61,131</u>	<u>30,566</u>	<u>30,566</u>	<u>-</u>
<b>Total expenditures</b>	<b>\$ 14,114,937</b>	<b>\$ 14,454,032</b>	<b>\$ 13,927,740</b>	<b>\$ 526,292</b>

**CITY OF GRAND HAVEN**

**NONMAJOR GOVERNMENTAL FUNDS  
COMBINING BALANCE SHEET**

**JUNE 30, 2024**

	<b>Special Revenue</b>					
	<b>Major Streets</b>	<b>Local Streets</b>	<b>2014 Capital Improvement Bonds</b>	<b>2008 UTGO Bonds</b>	<b>2015 Infrastructure Bonds</b>	<b>Lighthouse Maintenance</b>
<b>Assets</b>						
Cash and pooled investments	\$ 412,734	\$ 884,072	\$ 325,632	\$ 1,134,415	\$ 1,355,868	\$ -
Accounts receivable	30,247	-	-	-	-	-
Due from other governments	198,574	66,214	-	-	-	-
Taxes receivable	-	-	-	2,766	2,489	-
Special assessments receivable	10,967	-	-	-	-	-
Prepaid items	3,532	2,926	-	-	-	-
Inventory	43,719	43,719	-	-	-	-
<b>Total assets</b>	<b>\$ 699,773</b>	<b>\$ 996,931</b>	<b>\$ 325,632</b>	<b>\$ 1,137,181</b>	<b>\$ 1,358,357</b>	<b>\$ -</b>
<b>Liabilities, deferred inflows and fund balances</b>						
<b>Liabilities</b>						
Accounts payable	\$ 252,506	\$ 226,346	\$ -	\$ -	\$ -	\$ -
Accrued liabilities	4,292	1,607	-	-	-	-
Advance from other funds	-	-	-	-	-	-
Due to other funds	7,300	4,521	-	-	-	-
Unearned revenue	-	-	-	-	-	-
<b>Total liabilities</b>	<b>264,098</b>	<b>232,474</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Deferred inflows of resources</b>						
Unavailable revenue	5,644	-	-	2,766	2,489	-
<b>Fund balances (deficit)</b>						
Non-spendable						
Prepaid items	3,532	2,926	-	-	-	-
Permanent fund corpus	-	-	-	-	-	-
Inventory	43,719	43,719	-	-	-	-
Restricted						
Streets	382,780	717,812	-	-	-	-
Public works	-	-	325,632	1,134,415	1,355,868	-
Committed						
Capital projects	-	-	-	-	-	-
<b>Total fund balances</b>	<b>430,031</b>	<b>764,457</b>	<b>325,632</b>	<b>1,134,415</b>	<b>1,355,868</b>	<b>-</b>
<b>Total liabilities, deferred inflows and fund balances</b>	<b>\$ 699,773</b>	<b>\$ 996,931</b>	<b>\$ 325,632</b>	<b>\$ 1,137,181</b>	<b>\$ 1,358,357</b>	<b>\$ -</b>



<u>Debt Service</u>				<u>Capital Projects</u>				<u>Permanent</u>	
<u>2014 Capital Improvement Bonds</u>	<u>2015 Infrastructure Bonds</u>	<u>2020 Warber Drain Bonds</u>	<u>2008 UTGO Bonds</u>	<u>Public Improvement</u>	<u>Fire Truck</u>	<u>Harbor Island Remediation</u>	<u>Infrastructure Millage</u>	<u>Cemetery Perpetual Care</u>	<u>Total</u>
\$ -	\$ -	\$ -	\$ -	\$ 1,545,653	\$ 294,565	\$ 2,118,563	\$ 955,558	\$ 886,499	\$ 9,913,559
-	-	-	-	4,222	-	136,025	1,762	290	172,546
-	-	-	-	6,654	-	59,740	-	-	331,182
-	-	-	-	735	-	-	-	-	5,990
-	-	-	-	-	-	-	-	-	10,967
-	-	-	-	1,613	-	-	-	-	8,071
-	-	-	-	-	-	-	-	-	87,438
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,558,877</u>	<u>\$ 294,565</u>	<u>\$ 2,314,328</u>	<u>\$ 957,320</u>	<u>\$ 886,789</u>	<u>\$ 10,529,753</u>
\$ -	\$ -	\$ -	\$ -	\$ 67,552	\$ -	\$ 49,037	\$ -	\$ -	\$ 595,441
-	-	-	-	-	-	-	-	-	5,899
-	-	-	-	622,481	-	-	-	-	622,481
-	-	-	-	-	-	-	-	-	11,821
-	-	-	-	10,000	-	1,591,596	1,762	-	1,603,358
-	-	-	-	700,033	-	1,640,633	1,762	-	2,839,000
-	-	-	-	735	-	-	-	-	11,634
-	-	-	-	1,613	-	-	-	-	8,071
-	-	-	-	-	-	-	-	886,789	886,789
-	-	-	-	-	-	-	-	-	87,438
-	-	-	-	-	-	-	-	-	1,100,592
-	-	-	-	-	-	-	-	-	2,815,915
-	-	-	-	856,496	294,565	673,695	955,558	-	2,780,314
-	-	-	-	858,109	294,565	673,695	955,558	886,789	7,679,119
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,558,877</u>	<u>\$ 294,565</u>	<u>\$ 2,314,328</u>	<u>\$ 957,320</u>	<u>\$ 886,789</u>	<u>\$ 10,529,753</u>

**CITY OF GRAND HAVEN**  
**NONMAJOR GOVERNMENTAL FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCES**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	Special Revenue					
	<u>Major Streets</u>	<u>Local Streets</u>	<u>2014 Capital Improvement Bonds</u>	<u>2008 UTGO Bonds</u>	<u>2015 Infrastructure Bonds</u>	<u>Lighthouse Maintenance</u>
<b>Revenues</b>						
Taxes	\$ -	\$ -	\$ -	\$ 882,658	\$ 794,386	\$ -
Intergovernmental revenues						
Federal	-	-	-	-	-	-
State	1,370,120	435,522	-	-	-	60,000
Local	97,996	-	-	-	-	140,047
Special assessments	1,048	-	-	-	-	-
Licenses and permits	245	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Investment earnings	3,765	9,310	1	3,552	-	-
Miscellaneous	-	7,068	-	-	-	-
<b>Total revenues</b>	<u>1,473,174</u>	<u>451,900</u>	<u>1</u>	<u>886,210</u>	<u>794,386</u>	<u>200,047</u>
<b>Expenditures</b>						
Current						
Public works	1,177,648	590,172	-	-	-	-
Culture and recreation	-	-	-	-	-	200,047
Debt service						
Principal	-	27,513	-	-	-	-
Interest	-	16,544	-	-	-	-
Capital outlay	673,644	267,148	-	-	-	-
<b>Total expenditures</b>	<u>1,851,292</u>	<u>901,377</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>200,047</u>
Revenues over (under) expenditures	<u>(378,118)</u>	<u>(449,477)</u>	<u>1</u>	<u>886,210</u>	<u>794,386</u>	<u>-</u>
Other financing sources (uses)						
Transfers in	522,116	612,400	424,302	-	-	-
Transfers out	-	-	(425,873)	(772,563)	(563,728)	-
Total other financing sources (uses)	<u>522,116</u>	<u>612,400</u>	<u>(1,571)</u>	<u>(772,563)</u>	<u>(563,728)</u>	<u>-</u>
Net changes in fund balances	143,998	162,923	(1,570)	113,647	230,658	-
<b>Fund balances, beginning of year</b>	<u>286,033</u>	<u>601,534</u>	<u>327,202</u>	<u>1,020,768</u>	<u>1,125,210</u>	<u>-</u>
<b>Fund balances, end of year</b>	<u>\$ 430,031</u>	<u>\$ 764,457</u>	<u>\$ 325,632</u>	<u>\$ 1,134,415</u>	<u>\$ 1,355,868</u>	<u>\$ -</u>

<u>Debt Service</u>				<u>Capital Projects</u>				<u>Permanent</u>	
<u>2014 Capital Improvement Bonds</u>	<u>2015 Infrastructure Bonds</u>	<u>2020 Warber Drain Bonds</u>	<u>2008 UTGO Bonds</u>	<u>Public Improvement</u>	<u>Fire Truck</u>	<u>Harbor Island Remediation</u>	<u>Infrastructure Millage</u>	<u>Cemetery Perpetual Care</u>	<u>Total</u>
\$ -	\$ -	\$ -	\$ -	\$ 39,604	\$ -	\$ -	\$ 756,537	\$ -	\$ 2,473,185
-	-	-	-	258,593	-	645,100	-	-	903,693
-	-	-	-	-	-	-	-	-	1,865,642
-	-	-	-	115,682	-	411,945	-	-	765,670
-	-	-	-	-	-	-	-	-	1,048
-	-	-	-	-	-	-	-	-	245
-	-	-	-	-	-	-	-	30,052	30,052
-	-	-	-	38,337	10,035	37,661	62,227	33,411	198,299
-	-	-	-	9,019	-	72,787	-	-	88,874
-	-	-	-	461,235	10,035	1,167,493	818,764	63,463	6,326,708
-	-	-	-	-	-	658,149	-	-	2,425,969
-	-	-	-	-	-	-	-	-	200,047
190,862	300,000	50,000	685,000	-	-	-	-	-	1,253,375
50,877	180,000	18,974	82,534	-	-	-	-	-	348,929
-	-	-	-	1,402,340	-	-	-	-	2,343,132
241,739	480,000	68,974	767,534	1,402,340	-	658,149	-	-	6,571,452
(241,739)	(480,000)	(68,974)	(767,534)	(941,105)	10,035	509,344	818,764	63,463	(244,744)
241,739	480,000	68,974	767,534	872,701	-	121,225	80,461	-	4,191,452
-	-	-	-	(22,000)	-	(500,000)	(235,116)	-	(2,519,280)
241,739	480,000	68,974	767,534	850,701	-	(378,775)	(154,655)	-	1,672,172
-	-	-	-	(90,404)	10,035	130,569	664,109	63,463	1,427,428
-	-	-	-	948,513	284,530	543,126	291,449	823,326	6,251,691
\$ -	\$ -	\$ -	\$ -	\$ 858,109	\$ 294,565	\$ 673,695	\$ 955,558	\$ 886,789	\$ 7,679,119

# CITY OF GRAND HAVEN

## MAJOR STREETS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Budget Amounts</u>		<u>Actual Amount</u>	<u>Variance Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Intergovernmental revenues				
State	\$ 1,261,600	\$ 1,358,375	\$ 1,370,120	\$ 11,745
Local	100,000	102,875	97,996	(4,879)
Special assessments	104,824	1,048	1,048	-
Licenses and permits	-	250	245	(5)
Investment earnings	-	2,000	3,765	1,765
<b>Total revenues</b>	<u>1,466,424</u>	<u>1,464,548</u>	<u>1,473,174</u>	<u>8,626</u>
<b>Expenditures</b>				
Current				
Public works	1,398,882	1,294,312	1,177,648	116,664
Capital outlay	291,762	663,302	673,644	(10,342)
<b>Total expenditures</b>	<u>1,690,644</u>	<u>1,957,614</u>	<u>1,851,292</u>	<u>106,322</u>
Revenues over (under) expenditures	(224,220)	(493,066)	(378,118)	114,948
Other financing sources (uses)				
Transfers in	265,000	522,116	522,116	-
Net changes in fund balance	40,780	29,050	143,998	114,948
<b>Fund balance, beginning of year</b>	<u>286,033</u>	<u>286,033</u>	<u>286,033</u>	<u>-</u>
<b>Fund balance, end of year</b>	<u>\$ 326,813</u>	<u>\$ 315,083</u>	<u>\$ 430,031</u>	<u>\$ 114,948</u>

# CITY OF GRAND HAVEN

## LOCAL STREETS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Budget Amounts</u>		<u>Actual Amount</u>	<u>Variance Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Intergovernmental revenues				
State	\$ 416,000	\$ 426,700	\$ 435,522	\$ 8,822
Investment earnings	-	8,700	9,310	610
Miscellaneous	2,500	7,061	7,068	7
<b>Total revenues</b>	<u>418,500</u>	<u>442,461</u>	<u>451,900</u>	<u>9,439</u>
<b>Expenditures</b>				
Current				
Public works	875,605	728,060	590,172	137,888
Debt service				
Principal	27,513	27,513	27,513	-
Interest	60,601	16,544	16,544	-
Capital outlay	300,280	282,262	267,148	15,114
<b>Total expenditures</b>	<u>1,263,999</u>	<u>1,054,379</u>	<u>901,377</u>	<u>153,002</u>
Revenues over (under) expenditures	(845,499)	(611,918)	(449,477)	162,441
Other financing sources (uses)				
Transfers in	265,000	612,400	612,400	-
Net changes in fund balance	(580,499)	482	162,923	162,441
<b>Fund balance, beginning of year</b>	<u>601,534</u>	<u>601,534</u>	<u>601,534</u>	<u>-</u>
<b>Fund balance, end of year</b>	<u>\$ 21,035</u>	<u>\$ 602,016</u>	<u>\$ 764,457</u>	<u>\$ 162,441</u>

# CITY OF GRAND HAVEN

## 2014 CAPITAL IMPROVEMENT BONDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Budget Amounts</u>		<u>Actual Amount</u>	<u>Variance Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Investment earnings	\$ 1,000	\$ -	\$ 1	\$ 1
<b>Expenditures</b>				
Current				
General government	-	-	-	-
Revenues over (under) expenditures	1,000	-	1	1
Other financing sources (uses)				
Transfers in	424,302	424,302	424,302	-
Transfers out	(424,300)	(425,873)	(425,873)	-
Total other financing sources (uses)	2	(1,571)	(1,571)	-
Net changes in fund balance	1,002	(1,571)	(1,570)	1
<b>Fund balance, beginning of year</b>	<u>327,202</u>	<u>327,202</u>	<u>327,202</u>	<u>-</u>
<b>Fund balance, end of year</b>	<u>\$ 328,204</u>	<u>\$ 325,631</u>	<u>\$ 325,632</u>	<u>\$ 1</u>

# CITY OF GRAND HAVEN

## 2008 UTGO BOND SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Budget Amounts</u>		<u>Actual Amount</u>	<u>Variance Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes	\$ 777,800	\$ 881,710	\$ 882,658	\$ 948
Investment earnings	-	-	3,552	3,552
<b>Total revenues</b>	777,800	881,710	886,210	4,500
<b>Expenditures</b>				
Current				
General government	-	-	-	-
Revenues over (under) expenditures	777,800	881,710	886,210	4,500
Other financing sources (uses)				
Transfers out	(762,063)	(772,563)	(772,563)	-
Net changes in fund balance	15,737	109,147	113,647	4,500
<b>Fund balance, beginning of year</b>	1,020,768	1,020,768	1,020,768	-
<b>Fund balance, end of year</b>	<u>\$ 1,036,505</u>	<u>\$ 1,129,915</u>	<u>\$ 1,134,415</u>	<u>\$ 4,500</u>

# CITY OF GRAND HAVEN

## 2015 INFRASTRUCTURE BONDS SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Budget Amounts</u>		<u>Actual Amount</u>	<u>Variance Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Taxes	\$ 705,000	\$ 792,800	\$ 794,386	\$ 1,586
Investment earnings	12,000	-	-	-
<b>Total revenues</b>	717,000	792,800	794,386	1,586
<b>Expenditures</b>				
Current				
General government	-	-	-	-
Revenues over (under) expenditures	717,000	792,800	794,386	1,586
Other financing sources (uses)				
Transfers out	(480,000)	(563,729)	(563,728)	1
Net changes in fund balance	237,000	229,071	230,658	1,587
<b>Fund balance, beginning of year</b>	1,125,210	1,125,210	1,125,210	-
<b>Fund balance, end of year</b>	<u>\$ 1,362,210</u>	<u>\$ 1,354,281</u>	<u>\$ 1,355,868</u>	<u>\$ 1,587</u>



**CITY OF GRAND HAVEN**

**LIGHTHOUSE MAINTENANCE  
SCHEDULE OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL**

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Budget Amounts</u>		<u>Actual Amount</u>	<u>Variance Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>		
<b>Revenues</b>				
Intergovernmental revenues				
State	\$ 60,000	\$ 60,000	\$ 60,000	\$ -
Local	76,409	140,047	140,047	-
<b>Total revenues</b>	136,409	200,047	200,047	-
<b>Expenditures</b>				
Current				
Culture and recreation	136,409	200,047	200,047	-
Net changes in fund balance	-	-	-	-
<b>Fund balance, beginning of year</b>	-	-	-	-
<b>Fund balance, end of year</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CITY OF GRAND HAVEN**  
**NONMAJOR ENTERPRISE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**JUNE 30, 2024**

<b>Assets</b>	<b>Marina and Boat Launch</b>	<b>Airport</b>	<b>Chinook Pier Rental</b>	<b>Total</b>
Current assets				
Cash and pooled investments	\$ 375,956	\$ 312,264	\$ -	\$ 688,220
Accounts receivable	19,597	4,417	-	24,014
Due from other governments	7,680	-	-	7,680
Due from other funds	2	25	-	27
Prepaid items	-	3,855	-	3,855
<b>Total current assets</b>	<b>403,235</b>	<b>320,561</b>	<b>-</b>	<b>723,796</b>
Non-current assets				
Capital assets				
Land	94,000	181,762	-	275,762
Depreciable capital assets, net	1,550,268	2,374,876	-	3,925,144
<b>Total capital assets</b>	<b>1,644,268</b>	<b>2,556,638</b>	<b>-</b>	<b>4,200,906</b>
<b>Total assets</b>	<b>2,047,503</b>	<b>2,877,199</b>	<b>-</b>	<b>4,924,702</b>
<b>Deferred outflows of resources</b>				
Pension related	33,581	-	-	33,581
Other post-employment benefits related	4,506	-	-	4,506
<b>Total deferred outflows of resources</b>	<b>38,087</b>	<b>-</b>	<b>-</b>	<b>38,087</b>
<b>Liabilities</b>				
Current liabilities				
Accounts payable	12,036	11,400	-	23,436
Accrued liabilities	4,994	1,458	-	6,452
Due to other funds	1,715	638	-	2,353
<b>Total current liabilities</b>	<b>18,745</b>	<b>13,496</b>	<b>-</b>	<b>32,241</b>
Long-term liabilities				
Accrued compensated absences	242	3,403	-	3,645
Other post-employment benefits	30,046	-	-	30,046
Net pension liability	208,653	-	-	208,653
<b>Total long-term liabilities</b>	<b>238,941</b>	<b>3,403</b>	<b>-</b>	<b>242,344</b>
<b>Total liabilities</b>	<b>257,686</b>	<b>16,899</b>	<b>-</b>	<b>274,585</b>
<b>Net position</b>				
Net investment in capital assets	1,644,268	2,556,638	-	4,200,906
Unrestricted	183,636	303,662	-	487,298
<b>Total net position</b>	<b>\$ 1,827,904</b>	<b>\$ 2,860,300</b>	<b>\$ -</b>	<b>\$ 4,688,204</b>

**CITY OF GRAND HAVEN**

**NONMAJOR ENTERPRISE FUNDS  
COMBINING STATEMENT OF REVENUES, EXPENSES  
AND CHANGES IN NET POSITION**

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Marina and Boat Launch</u>	<u>Airport</u>	<u>Chinook Pier Rental</u>	<u>Total</u>
<b>Operating revenue</b>				
Charges for services	\$ 356,691	\$ 309,269	\$ -	\$ 665,960
<b>Operating expense</b>				
Operating	386,481	229,430	-	615,911
Administrative and general	-	16,553	-	16,553
Depreciation	111,134	161,444	-	272,578
<b>Total operating expense</b>	<u>497,615</u>	<u>407,427</u>	<u>-</u>	<u>905,042</u>
Operating income (loss)	<u>(140,924)</u>	<u>(98,158)</u>	<u>-</u>	<u>(239,082)</u>
Non-operating revenue (expense)				
Gain (loss) on disposal of capital assets	(2,545)	-	-	(2,545)
Investment earnings	5,350	4,403	-	9,753
Other	1,173	1,107	-	2,280
Total non-operating revenue (expense)	<u>3,978</u>	<u>5,510</u>	<u>-</u>	<u>9,488</u>
Income (loss) before other items	(136,946)	(92,648)	-	(229,594)
Transfers and other items				
Transfers out	-	-	(143,568)	(143,568)
Changes in net position	(136,946)	(92,648)	(143,568)	(373,162)
<b>Net position, beginning of year</b>	<u>1,964,850</u>	<u>2,952,948</u>	<u>143,568</u>	<u>5,061,366</u>
<b>Net position, end of year</b>	<u>\$ 1,827,904</u>	<u>\$ 2,860,300</u>	<u>\$ -</u>	<u>\$ 4,688,204</u>

# CITY OF GRAND HAVEN

## NONMAJOR ENTERPRISE FUNDS COMBINING STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED JUNE 30, 2024

	<u>Marina and Boat Launch</u>	<u>Airport</u>	<u>Chinook Pier Rental</u>	<u>Total</u>
<b>Cash flows from operating activities</b>				
Receipts from customers and users	\$ 347,701	\$ 304,970	\$ 5,844	\$ 658,515
Payments to employees	(145,377)	(55,286)	-	(200,663)
Payments to suppliers	(202,639)	(199,320)	-	(401,959)
<b>Net cash provided by (used in) operating activities</b>	<u>(315)</u>	<u>50,364</u>	<u>5,844</u>	<u>55,893</u>
<b>Cash flows from non-capital financing activities</b>				
Transfers out	-	-	(115,268)	(115,268)
<b>Cash flows from capital and related financing activities</b>				
Acquisitions of capital assets	(46,000)	(59,368)	-	(105,368)
<b>Cash flows from investing activities</b>				
Interest income	5,350	4,403	-	9,753
<b>Net cash provided by (used in) investing activities</b>	<u>5,350</u>	<u>4,403</u>	<u>-</u>	<u>9,753</u>
Net increase (decrease) in cash and pooled investments	(40,965)	(4,601)	(109,424)	(154,990)
<b>Cash and pooled investments, beginning of year</b>	<u>416,921</u>	<u>316,865</u>	<u>109,424</u>	<u>843,210</u>
<b>Cash and pooled investments, end of year</b>	<u>\$ 375,956</u>	<u>\$ 312,264</u>	<u>\$ -</u>	<u>\$ 688,220</u>
<b>Cash flows from operating activities</b>				
Operating income (loss)	\$ (140,924)	\$ (98,158)	\$ -	\$ (239,082)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities				
Depreciation	111,134	161,444	-	272,578
Miscellaneous revenue	1,173	1,107	-	2,280
Deferred outflows of resources for pension	10,963	-	-	10,963
Deferred inflows of resources for pension	(5,016)	-	-	(5,016)
Change in operating assets and liabilities which provided (used) cash				
Accounts receivable	(4,407)	(4,274)	5,844	(2,837)
Due from other governmental units	(6,081)	-	-	(6,081)
Due from other funds	1,498	(25)	-	1,473
Prepaid expenses	-	(911)	-	(911)
Accounts payable	2,028	(10,296)	-	(8,268)
Accrued liabilities	648	34	-	682
Due to other funds	970	638	-	1,608
Compensated absences	235	805	-	1,040
Net pension liability	27,464	-	-	27,464
<b>Net cash provided by (used in) operating activities</b>	<u>\$ (315)</u>	<u>\$ 50,364</u>	<u>\$ 5,844</u>	<u>\$ 55,893</u>

**CITY OF GRAND HAVEN**  
**INTERNAL SERVICE FUNDS**  
**COMBINING STATEMENT OF NET POSITION**

**JUNE 30, 2024**

<b>Assets</b>	<b>Motor Pool</b>	<b>Insurance</b>	<b>Health Benefits</b>	<b>Retiree Health Care</b>	<b>Total</b>
Current assets					
Cash and pooled investments	\$ 1,638,636	\$ 1,310,197	\$ 1,677,864	\$ 915,904	\$ 5,542,601
Accounts receivable	3,775	-	1,341	22,328	27,444
Due from other governments	392	-	-	-	392
Due from other funds	81,701	-	-	630	82,331
Prepaid items	365	108,980	-	-	109,345
Inventory	52,134	-	-	-	52,134
<b>Total current assets</b>	<b>1,777,003</b>	<b>1,419,177</b>	<b>1,679,205</b>	<b>938,862</b>	<b>5,814,247</b>
Capital assets					
Construction in progress	10,250	-	-	-	10,250
Depreciable capital assets, net	3,444,263	-	-	-	3,444,263
<b>Total non-current assets</b>	<b>3,454,513</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,454,513</b>
<b>Total assets</b>	<b>5,231,516</b>	<b>1,419,177</b>	<b>1,679,205</b>	<b>938,862</b>	<b>9,268,760</b>
<b>Deferred outflows of resources</b>					
Pension related	134,234	-	-	-	134,234
Other post-employment benefits related	11,715	-	-	-	11,715
<b>Total deferred outflows of resources</b>	<b>145,949</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>145,949</b>
<b>Liabilities</b>					
Current liabilities					
Accrued liabilities	2,890	-	40,849	-	43,739
Due to other funds	17,000	-	-	2,637	19,637
Unearned revenue	5,850	-	-	-	5,850
<b>Total current liabilities</b>	<b>58,564</b>	<b>-</b>	<b>41,505</b>	<b>2,637</b>	<b>102,706</b>
Long-term liabilities					
Accrued compensated absences	2,709	-	-	-	2,709
Other post-employment benefits	123,498	-	-	-	123,498
Net pension liability	834,038	-	-	-	834,038
<b>Total long-term liabilities</b>	<b>960,245</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>960,245</b>
<b>Total liabilities</b>	<b>1,018,809</b>	<b>-</b>	<b>41,505</b>	<b>2,637</b>	<b>1,062,951</b>
<b>Net position</b>					
Net investment in capital assets	3,454,513	-	-	-	3,454,513
Unrestricted	904,143	1,419,177	1,637,700	936,225	4,897,245
<b>Total net position</b>	<b>\$ 4,358,656</b>	<b>\$ 1,419,177</b>	<b>\$ 1,637,700</b>	<b>\$ 936,225</b>	<b>\$ 8,351,758</b>

**CITY OF GRAND HAVEN**  
**INTERNAL SERVICE FUNDS**  
**COMBINING STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Motor Pool</u>	<u>Insurance</u>	<u>Health Benefits</u>	<u>Retiree Health Care</u>	<u>Total</u>
<b>Operating revenue</b>					
Charges for services	\$ 1,404,035	\$ 425,509	\$ 2,194,127	\$ -	\$ 4,023,671
Employer contributions	-	-	-	958,588	958,588
<b>Total operating revenue</b>	<u>1,404,035</u>	<u>425,509</u>	<u>2,194,127</u>	<u>958,588</u>	<u>4,982,259</u>
<b>Operating expense</b>					
Operating	924,689	390,271	2,021,038	-	3,335,998
Insurance payments	-	-	-	505,316	505,316
Administrative and general	-	-	188,022	-	188,022
Depreciation	530,990	-	-	-	530,990
<b>Total operating expense</b>	<u>1,455,679</u>	<u>390,271</u>	<u>2,209,060</u>	<u>505,316</u>	<u>4,560,326</u>
Operating income (loss)	<u>(51,644)</u>	<u>35,238</u>	<u>(14,933)</u>	<u>453,272</u>	<u>421,933</u>
Non-operating revenue (expense)					
Gain (loss) on disposal of capital assets	140,478	-	-	-	140,478
Investment earnings	29,189	27,228	19,474	12,293	88,184
Other	51,363	-	197	116	51,676
<b>Total non-operating revenue (expense)</b>	<u>221,030</u>	<u>27,228</u>	<u>19,671</u>	<u>12,409</u>	<u>280,338</u>
Income (loss) before other items	<u>169,386</u>	<u>62,466</u>	<u>4,738</u>	<u>465,681</u>	<u>702,271</u>
Transfers and other items					
Transfers in	63,836	-	-	1,032	64,868
Transfers out	-	(2,265)	(1,032)	-	(3,297)
<b>Total transfers and other items</b>	<u>63,836</u>	<u>(2,265)</u>	<u>(1,032)</u>	<u>1,032</u>	<u>61,571</u>
Changes in net position	233,222	60,201	3,706	466,713	763,842
<b>Net position, beginning of year</b>	<u>4,125,434</u>	<u>1,358,976</u>	<u>1,633,994</u>	<u>469,512</u>	<u>7,587,916</u>
<b>Net position, end of year</b>	<u>\$ 4,358,656</u>	<u>\$ 1,419,177</u>	<u>\$ 1,637,700</u>	<u>\$ 936,225</u>	<u>\$ 8,351,758</u>

**CITY OF GRAND HAVEN**  
**INTERNAL SERVICE FUNDS**  
**COMBINING STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Motor Pool</u>	<u>Insurance</u>	<u>Health Benefits</u>	<u>Retiree Health Care</u>	<u>Total</u>
<b>Cash flows from operating activities</b>					
Receipts from internal services provided	\$ 1,398,361	\$ 425,509	\$ 2,212,587	\$ 938,300	\$ 4,974,757
Payments to employees	(242,065)	-	-	-	(242,065)
Payments to suppliers	(552,294)	(417,392)	(188,894)	(505,200)	(1,663,780)
Claims paid	-	-	(2,023,762)	-	(2,023,762)
<b>Net cash provided by (used in) operating activities</b>	<u>604,002</u>	<u>8,117</u>	<u>(69)</u>	<u>433,100</u>	<u>1,045,150</u>
<b>Cash flows from non-capital financing activities</b>					
Transfers in	63,836	-	-	1,032	64,868
Transfers out	-	(2,265)	(1,032)	-	(3,297)
<b>Net cash provided by (used in) non-capital financing activities</b>	<u>63,836</u>	<u>(2,265)</u>	<u>(1,032)</u>	<u>1,032</u>	<u>61,571</u>
<b>Cash flows from capital and related financing activities</b>					
Proceeds from sale of capital assets	148,061	-	-	-	148,061
Acquisitions of capital assets	(1,226,037)	-	-	-	(1,226,037)
<b>Net cash provided by (used in) capital and related financing activities</b>	<u>(1,077,976)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,077,976)</u>
<b>Cash flows from investing activities</b>					
Interest income	29,189	27,228	19,474	12,293	88,184
Net increase (decrease) in cash and pooled investments	(380,949)	33,080	18,373	446,425	116,929
<b>Cash and pooled investments, beginning of year</b>	<u>2,019,585</u>	<u>1,277,117</u>	<u>1,659,491</u>	<u>469,479</u>	<u>5,425,672</u>
<b>Cash and pooled investments, end of year</b>	<u>\$ 1,638,636</u>	<u>\$ 1,310,197</u>	<u>\$ 1,677,864</u>	<u>\$ 915,904</u>	<u>\$ 5,542,601</u>
<b>Cash flows from operating activities</b>					
Operating income (loss)	\$ (51,644)	\$ 35,238	\$ (14,933)	\$ 453,272	\$ 421,933
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities					
Depreciation	530,990	-	-	-	530,990
Miscellaneous revenue	51,363	-	197	116	51,676
Deferred outflows of resources for pension	51,856	-	-	-	51,856
Deferred outflows of resources for OPEB	14	-	-	-	14
Deferred inflows of resources for pension	(20,956)	-	-	-	(20,956)
Change in operating assets and liabilities which provided (used) cash					
Accounts receivable	(3,775)	-	18,460	(22,295)	(7,610)
Due from other funds	(58,787)	-	-	(630)	(59,417)
Due from other governmental units	(325)	-	-	-	(325)
Prepaid expenses	(16)	(27,121)	-	-	(27,137)
Inventory	4,954	-	-	-	4,954
Accounts payable	1,612	-	(872)	-	740
Accrued liabilities	51	-	(2,921)	-	(2,870)
Due to other funds	17,000	-	-	2,637	19,637
Unearned revenue	5,850	-	-	-	5,850
Compensated absences	(1,251)	-	-	-	(1,251)
Net pension liability	77,086	-	-	-	77,086
Net OPEB obligation	(20)	-	-	-	(20)
<b>Net cash provided by (used in) operating activities</b>	<u>\$ 604,002</u>	<u>\$ 8,117</u>	<u>\$ (69)</u>	<u>\$ 433,100</u>	<u>\$ 1,045,150</u>

**CITY OF GRAND HAVEN**  
**CUSTODIAL FUNDS**  
**COMBINING STATEMENT OF NET POSITION**  
**JUNE 30, 2024**

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	<u>Current Tax Fund</u>	<u>Grand Haven - Spring Lake Sewer Authority</u>	<u>Northwest Ottawa Water Treatment Plant</u>	<u>Total</u>
<b>Assets</b>				
Cash and pooled investments	\$ 174	\$ 1,215,760	\$ 1,144,607	\$ 2,360,541
<b>Total assets</b>	174	1,215,760	1,144,607	2,360,541
<b>Liabilities</b>				
Accounts payable	\$ 174	\$ -	\$ -	\$ 174
<b>Total liabilities</b>	174	-	-	174
<b>Net position</b>	-	\$ 1,215,760	\$ 1,144,607	\$ 2,360,367



**CITY OF GRAND HAVEN**  
**CUSTODIAL FUNDS**  
**COMBINING STATEMENT OF CHANGES IN NET POSITION**  
**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>Current Tax Fund</u>	<u>Grand Haven - Spring Lake Sewer Authority</u>	<u>Northwest Ottawa Water Treatment Plant</u>	<u>Total</u>
<b>Additions</b>				
Property taxes collected for other governments	\$ 24,478,595	\$ -	\$ -	\$ 24,478,595
Charges for services and non-operating receipts	<u>-</u>	<u>72,982</u>	<u>3,848,578</u>	<u>3,921,560</u>
<b>Total additions</b>	<u>24,478,595</u>	<u>72,982</u>	<u>3,848,578</u>	<u>28,400,155</u>
<b>Deductions</b>				
Taxes to other governments	24,478,595	-	-	24,478,595
Operating costs and non-operating expenses	<u>-</u>	<u>250,000</u>	<u>3,946,759</u>	<u>4,196,759</u>
<b>Total deductions</b>	<u>24,478,595</u>	<u>250,000</u>	<u>3,946,759</u>	<u>28,675,354</u>
Changes in net position	-	(177,018)	(98,181)	(275,199)
<b>Net position, beginning of year</b>	<u>-</u>	<u>1,392,778</u>	<u>1,242,788</u>	<u>2,635,566</u>
<b>Net position, end of year</b>	<u>\$ -</u>	<u>\$ 1,215,760</u>	<u>\$ 1,144,607</u>	<u>\$ 2,360,367</u>

**CITY OF GRAND HAVEN**

**ECONOMIC DEVELOPMENT CORPORATION  
BALANCE SHEET/STATEMENT OF NET POSITION**

**JUNE 30, 2024**

	<u>Governmental Fund Type</u>		<u>Statement of Net Position</u>
	<u>General Fund</u>	<u>Adjustments</u>	
<b>Assets</b>			
Cash and pooled investments	\$ 83,389	\$ -	\$ 83,389
Accounts receivable	201,554	-	201,554
Prepaid items	<u>7,200</u>	-	<u>7,200</u>
<b>Total assets</b>	<u>\$ 292,143</u>	<u>-</u>	<u>292,143</u>
<b>Liabilities and fund balances</b>			
<b>Liabilities</b>			
Accounts payable	<u>\$ -</u>	<u>-</u>	<u>-</u>
<b>Fund balances</b>			
Unassigned	<u>292,143</u>	<u>(292,143)</u>	
<b>Total liabilities and fund balances</b>	<u>\$ 292,143</u>		
<b>Net position</b>			
Unrestricted		<u>\$ 292,143</u>	<u>\$ 292,143</u>

# CITY OF GRAND HAVEN

## ECONOMIC DEVELOPMENT CORPORATION STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE/STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2024

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
<b>Revenues</b>			
Intergovernmental revenues			
Local	\$ 14,282	\$ -	\$ 14,282
Investment earnings	6,173	-	6,173
Miscellaneous	<u>108</u>	<u>-</u>	<u>108</u>
<b>Total revenues</b>	<u>20,563</u>	<u>-</u>	<u>20,563</u>
<b>Expenditures/expenses</b>			
Operations	<u>28,353</u>	<u>-</u>	<u>28,353</u>
Net changes in fund balances	(7,790)	7,790	
Change in net position		(7,790)	(7,790)
<b>Fund balances/net position, beginning of year</b>	<u>299,933</u>		<u>299,933</u>
<b>Fund balances/net position, end of year</b>	<u>\$ 292,143</u>		<u>\$ 292,143</u>

**CITY OF GRAND HAVEN**

**MAIN STREET DOWNTOWN DEVELOPMENT AUTHORITY  
BALANCE SHEET/STATEMENT OF NET POSITION**

**JUNE 30, 2024**

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
<b>Assets</b>			
Cash and pooled investments	\$ 703,659	\$ -	\$ 703,659
Accounts receivable	27,936	-	27,936
Taxes receivable	581	-	581
Special assessments receivable	175,609	-	175,609
Contract receivable	994,583	-	994,583
Due from primary government	-	-	-
Prepaid items	1,837	-	1,837
<b>Total assets</b>	<u>\$ 1,904,205</u>	<u>-</u>	<u>1,904,205</u>
<b>Deferred outflows of resources</b>			
Pension related	-	41,487	41,487
Deferred charge on refunding	-	47,906	47,906
<b>Total deferred outflows of resources</b>	<u>-</u>	<u>89,393</u>	<u>89,393</u>
<b>Liabilities, deferred inflows and fund balances</b>			
<b>Liabilities</b>			
Accounts payable	\$ 5,898	-	5,898
Accrued interest	-	38,795	38,795
Unearned revenue	5,000	-	5,000
Debt due within one year	-	615,000	615,000
Long-term debt			
Accrued compensated absences	1,077	-	1,077
Debt due in more than one year	-	4,075,000	4,075,000
Net pension liability	-	257,771	257,771
Bond premium	-	209,193	209,193
<b>Total liabilities</b>	<u>11,975</u>	<u>5,195,759</u>	<u>5,207,734</u>
<b>Deferred inflows of resources</b>			
Unavailable revenue	<u>1,170,773</u>	<u>(1,170,773)</u>	<u>-</u>
<b>Fund balances</b>			
Unassigned	<u>721,457</u>	<u>(721,457)</u>	
<b>Total liabilities, deferred inflows and fund balances</b>	<u>\$ 1,904,205</u>		
<b>Net position (deficit)</b>			
Unrestricted		<u>\$ (4,474,302)</u>	<u>\$ (3,214,136)</u>
<b>Reconciliation of Fund Balance on the Balance Sheet for the General Fund to Net Position on the Statement of Net Position</b>			
<b>Fund balance - general fund</b>			\$ 721,457
Add deferred outflows of resources			89,393
Deduct accrued interest			(38,795)
Deduct long-term debt			(4,690,000)
Deduct net pension liability			(257,771)
Deduct bond premium			(209,193)
Add long-term deferred receivables			1,170,773
<b>Net position (deficit)</b>			<u>\$ (3,214,136)</u>

**CITY OF GRAND HAVEN**

**MAIN STREET DOWNTOWN DEVELOPMENT AUTHORITY  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE/STATEMENT OF ACTIVITIES**

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
<b>Revenues</b>			
Taxes	\$ 1,019,393	\$ -	\$ 1,019,393
Intergovernmental revenues			
Local	64,347	(64,347)	-
Operating grants and contributions	34,482	-	34,482
Special assessments	95,773	(95,773)	-
Investment earnings	45,831	(13)	45,818
Miscellaneous	33,190	-	33,190
	<u>1,293,016</u>	<u>(160,133)</u>	<u>1,132,883</u>
<b>Total revenues</b>			
<b>Expenditures/expenses</b>			
Salaries	54,222	(73,220)	(18,998)
Administration	18,080	-	18,080
Operations	111,727	-	111,727
Debt service			
Principal	560,000	(560,000)	-
Interest	169,174	(30,569)	138,605
	<u>913,203</u>	<u>(663,789)</u>	<u>249,414</u>
<b>Total expenditures/expenses</b>			
Net changes in fund balances	379,813	(379,813)	
Change in net position		883,469	883,469
<b>Fund balances/net position (deficit), beginning of year</b>	<u>341,644</u>		<u>(4,097,605)</u>
<b>Fund balances/net position (deficit), end of year</b>	<u>\$ 721,457</u>		<u>\$ (3,214,136)</u>
 <b>Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the General Fund to the Change in Net Position on the Statement of Activities</b>			
<b>Net change in fund balance - general fund</b>			\$ 379,813
Add principal payments on debt			560,000
Deduct increase in unavailable revenues			(160,133)
Add decrease in accrued interest			4,197
Add amortization of bond premium			39,038
Deduct amortization of refunding charges			(12,666)
Add decrease in net pension liability			112,512
Deduct decrease in deferred outflows			(49,543)
Add decrease in deferred inflows			10,251
			<u>10,251</u>
<b>Change in net position</b>			<u>\$ 883,469</u>

**CITY OF GRAND HAVEN**  
**BROWNFIELD REDEVELOPMENT AUTHORITY**  
**BALANCE SHEET/STATEMENT OF NET POSITION**

**JUNE 30, 2024**

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Net Position</u>
<b>Assets</b>			
Cash and pooled investments	\$ 448,572	\$ -	\$ 448,572
Accounts receivable	419,438	-	419,438
Due from other governments	7,384	-	7,384
Taxes receivable	<u>733</u>	<u>-</u>	<u>733</u>
<b>Total assets</b>	<u>\$ 876,127</u>	<u>-</u>	<u>876,127</u>
<b>Liabilities, deferred inflows and fund balances</b>			
<b>Liabilities</b>			
Accounts payable	\$ 41,437	-	41,437
Unearned revenue	419,438	-	419,438
Long-term debt			
Debt due in more than one year	<u>-</u>	<u>389,779</u>	<u>389,779</u>
<b>Total liabilities</b>	<u>460,875</u>	<u>389,779</u>	<u>850,654</u>
<b>Deferred inflows of resources</b>			
Unavailable revenue	<u>733</u>	<u>(733)</u>	<u>-</u>
<b>Fund balances</b>			
Unassigned	<u>414,519</u>	<u>(414,519)</u>	
<b>Total liabilities, deferred inflows and fund balances</b>	<u>\$ 876,127</u>		
<b>Net position (deficit)</b>			
Unrestricted		<u>\$ 24,740</u>	<u>\$ 25,473</u>
<b>Reconciliation of Fund Balance on the Balance Sheet for the General Fund to Net Position on the Statement of Net Position</b>			
Fund balance - general fund			\$ 414,519
Deduct long-term debt			(389,779)
Add long-term deferred assessment receivables			<u>733</u>
<b>Net position (deficit)</b>			<u>\$ 25,473</u>

**CITY OF GRAND HAVEN**

**BROWNFIELD REDEVELOPMENT AUTHORITY  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE/STATEMENT OF ACTIVITIES**

**FOR THE YEAR ENDED JUNE 30, 2024**

	<u>General Fund</u>	<u>Adjustments</u>	<u>Statement of Activities</u>
<b>Revenues</b>			
Taxes	\$ 1,308,427	\$ -	\$ 1,308,427
Intergovernmental revenues			
State	7,661	-	7,661
Investment earnings	21,657	-	21,657
Miscellaneous	<u>1,389</u>	<u>(36)</u>	<u>1,353</u>
<b>Total revenues</b>	1,339,134	(36)	1,339,098
<b>Expenditures/expenses</b>			
Operations	<u>1,351,340</u>	<u>-</u>	<u>1,351,340</u>
Net changes in fund balances	(12,206)	12,206	
Change in net position		(12,242)	(12,242)
<b>Fund balances/net position (deficit), beginning of year</b>	<u>426,725</u>		<u>37,715</u>
<b>Fund balances/net position (deficit), end of year</b>	<u>\$ 414,519</u>		<u>\$ 25,473</u>
<b>Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of the General Fund to the Change in Net Position on the Statement of Activities</b>			
<b>Net change in fund balance - general fund</b>			\$ (12,206)
Add increase in unavailable revenues			<u>(36)</u>
<b>Change in net position</b>			<u>\$ (12,242)</u>

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## **OTHER INFORMATION**

**CITY OF GRAND HAVEN**  
**SCHEDULE OF DEBT ISSUED AND OUTSTANDING**

**JUNE 30, 2024**

<i>Year Ending June 30,</i>	<b>2014 UTGO</b>		<b>Contract Payable</b>		<b>2015 UTGO</b>		<b>2017 UTGO Refunding</b>		<b>2020 LTGO</b>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2025	\$ 345,000	\$ 75,600	\$ 49,640	\$ 26,157	\$ 310,000	\$ 168,000	\$ 720,000	\$ 63,226	\$ 51,000	\$ 17,609
2026	365,000	61,800	55,718	24,172	325,000	155,600	765,000	48,682	53,000	16,216
2027	380,000	47,200	59,770	21,943	335,000	142,600	800,000	33,229	54,000	14,769
2028	395,000	32,000	63,823	19,552	350,000	129,200	845,000	17,069	55,000	13,295
2029	405,000	16,200	69,901	16,999	365,000	115,200	-	-	57,000	11,794
2030	-	-	74,966	14,203	380,000	100,600	-	-	58,000	10,238
2031	-	-	81,045	11,204	395,000	85,400	-	-	60,000	8,654
2032	-	-	88,136	7,963	410,000	69,600	-	-	62,000	7,016
2033	-	-	89,149	5,319	425,000	53,200	-	-	63,000	5,324
2034	-	-	88,136	2,644	445,000	36,200	-	-	65,000	3,604
2035	-	-	-	-	460,000	18,400	-	-	67,000	1,829
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
	<u>\$ 1,890,000</u>	<u>\$ 232,800</u>	<u>\$ 720,284</u>	<u>\$ 150,156</u>	<u>\$ 4,200,000</u>	<u>\$ 1,074,000</u>	<u>\$ 3,130,000</u>	<u>\$ 162,206</u>	<u>\$ 645,000</u>	<u>\$ 110,347</u>

NOTE: above schedule excludes Board of Light and Power debt.

**CITY OF GRAND HAVEN**  
**SCHEDULE OF DEBT ISSUED AND OUTSTANDING**

**JUNE 30, 2024**

Year Ending June 30,	2015 LTGO Refunding		2019 LTGO Refunding		EGLE Loan		Total	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2025	\$ 370,000	\$ 21,831	\$ 245,000	\$ 129,100	\$ -	\$ -	\$ 2,090,640	\$ 501,523
2026	385,000	13,156	275,000	119,300	-	-	2,223,718	438,926
2027	380,000	4,366	295,000	108,300	38,131	-	2,341,901	372,408
2028	-	-	315,000	96,500	32,856	5,275	2,056,679	312,891
2029	-	-	345,000	83,900	33,349	4,782	1,275,250	248,875
2030	-	-	370,000	70,100	33,849	4,282	916,815	199,423
2031	-	-	400,000	55,300	34,357	3,774	970,402	164,332
2032	-	-	435,000	39,300	34,872	3,258	1,030,008	127,137
2033	-	-	440,000	26,250	35,395	2,735	1,052,544	92,828
2034	-	-	435,000	13,050	35,926	2,205	1,069,062	57,703
2035	-	-	-	-	36,465	1,666	563,465	21,895
2036	-	-	-	-	37,012	1,119	37,012	1,119
2037	-	-	-	-	37,567	563	37,567	563
	<u>\$ 1,135,000</u>	<u>\$ 39,353</u>	<u>\$ 3,555,000</u>	<u>\$ 741,100</u>	<u>\$ 389,779</u>	<u>\$ 29,659</u>	<u>\$ 15,665,063</u>	<u>\$ 2,539,621</u>

## **INTERNAL CONTROL AND COMPLIANCE**



## Vredeveld Haefner LLC

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### **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

November 18, 2024

Honorable Mayor and Members of the City Council  
City of Grand Haven, Michigan

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Grand Haven, Michigan (the City) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 18, 2024.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***Purpose of this Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Orederold Haefner LLC*

# GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

## OFFICE OF THE DIRECTOR

DATE: November 14, 2024  
TO: Ashley Latsch, City Manager  
FROM: Nichole Hudson, Director of Public Safety  
RE: Adopting 2021 NFPA Fire Code

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The agenda item requested is to approve the ordinance amendment on Chapter 15, Article II, of the City of Grand Haven code of ordinances to adopt the 2021 edition of the International Fire Code; the NFPA 303 Fire Protection standard for marinas and boatyards, 2021 edition; and Chapter 38 of the NFPA 2021 edition as public by the National Fire Protection Association.

This approval would allow Grand Haven Public Safety to update its practices from the 2015 Edition and bring them to more current standards by adopting the 2021 Edition. Adhering to the NFPA 2021 standards can help property owners comply with current trends, prevent dangerous events, and ultimately address firefighters' protection.

CITY OF GRAND HAVEN  
OTTAWA COUNTY, MICHIGAN

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 15, ARTICLE II, OF THE CITY OF GRAND HAVEN CODE OF ORDINANCES TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE; TO ADOPT THE NFPA 303 FIRE PROTECTION STANDARD FOR MARINAS AND BOATYARDS, 2021 EDITION; AND TO ADOPT CHAPTER 38 OF NFPA 1, 2021 EDITION, AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.**

The City of Grand Haven Ordains:

Section 1. Amendment. Chapter 15, Article II, including Sections 15-11 through 15-14, of the Code of Ordinances of the City of Grand Haven is amended to read as follows.

**Sec. 15-11. Adoption by reference.**

The International Fire Code, 2021 Edition, as promulgated and published by the International Code Council, NFPA 303 Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and Chapter 38 of NFPA 1, 2021 Edition, as published by the National Fire Protection Association, Inc., are adopted by reference as the fire code of the City of Grand Haven, and made a part of this Chapter as if fully set forth in this Article, subject to the modifications provided in this Article and subject to such further modifications as the City shall adopt from time to time.

**Sec. 15-12. Available for public inspection.**

Complete copies of the International Fire Code, 2021 Edition, NFPA 303 Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and Chapter 38 of NFPA 1, 2021 Edition, are available for public inspection and purchase at the office of the City clerk, and for inspection at the Loutit District Library or the Department of Public Safety.

**Sec. 15-13. Definitions.**

Whenever the words "city," "jurisdiction," or "governmental unit" are used in the International Fire Code, 2021 Edition and/or the NFPA 303, Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and/or Chapter 38 of NFPA 1, 2021 Edition, they shall mean the City of Grand Haven. Whenever the word "state" is used in the International Fire Code, 2021 Edition and/or the NFPA 303, Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and/or Chapter 38 of NFPA 1, 2021 Edition, it shall mean the State of Michigan.

**Sec. 15-14. Amendments to the fire code.**

(a) The following sections of the International Fire Code, 2021 Edition, are revised as follows.

(1) *Section 101.1* shall read:

*101.1 Title.* These regulations shall be known as the *Fire Code* of the City of Grand Haven, hereinafter referred to as "this code."

(2) *Section 103.2* shall read:

*103.2 Appointment.* As used in this code, the term "fire code official" shall refer to the Director of the Department of Public Safety of the City of Grand Haven, or the director's designee.

(3) *Section 111.1* shall read:

*111.1 Board of appeals.* All appeals under this code shall be brought before the Construction Board of Appeals as created pursuant to subsection 9-232 of the Code of Ordinances of the City of Grand Haven, which Board is authorized and has jurisdiction to hear and decide appeals of



orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, using the rules of procedures adopted by the Construction Board of Appeals.

(4) *Section 111.3* is deleted.

(5) *Section 112.4* shall read:

*112.4 Violation Penalties.* Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate shall be subject to the violation penalties set forth herein. A first violation is a municipal civil infraction which shall be punishable by a fine of not less than one hundred dollars (\$100.00). A second violation is a municipal civil infraction which shall be punishable by a fine of not less than three hundred dollars (\$300.00). A third and any subsequent violation is a misdemeanor which shall, upon a determination of guilt, be punishable in accordance with section 1-8 of this Code of Ordinances of the City of Grand Haven.

(6) *Section 112.4.2* is added to read:

*112.4.2 Costs of prosecution; equitable enforcement.* In addition to a fine, a person determined to be responsible for a municipal civil infraction under this code shall be assessed the cost of prosecution of not less than nine dollars (\$9.00) but not to exceed five hundred dollars (\$500). In addition to the penalties provided by this section, the district court shall have equitable jurisdiction to enforce any judgment, writ, or order necessary to enforce any provision, the violation of which is a municipal civil infraction, including but not limited to abatement of the violating condition or the granting of any injunctive relief.

(7) *Section 113.4* shall read:

*113.4 Failure to comply.* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor which shall, upon conviction, be punishable in accordance with section 1-8 of this Code of Ordinances of the City of Grand Haven.

(8) *Section 307.2* shall read:

*307.2 Permit required.* A permit shall be obtained from the code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pets, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. No permit shall be issued for the open burning of building demolition or excess construction materials, the open burning of refuse from a multiple dwelling, or the open burning of refuse at commercial, governmental or industrial sites. The fee for each such permit shall be included in a schedule established from time to time by resolution of the City Council.

Exceptions: Open burning may be done without a permit as follows:

1. Salamanders or other recognized trade devices may be used for heating by construction workers, provided no smoke violation or other nuisance is created;
2. Fires may be set for the instruction of public fire fighters if the sole purpose of the fire is for fire-fighting training.

(9) *Section 603.8.1* is deleted.

(10) *Section 605.8* is added to read:

*605.8 Pollution control.* No person shall hereafter install, use, or cause to be used any incinerator unless a permit to install is first issued by the state air pollution control commission. Permits shall be issued only for incinerators which comply with all regulations of the state air pollution control commission. No person shall hereafter use or cause to be used an existing incinerator unless such incinerator is effective for the purpose of air pollution control.

(b) The geographic limits referred to in certain sections of the International Fire Code, 2021 Edition, are established as follows:

(1) *Section 5704.2.9.6.1.* (limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

(2) *Section 5706.2.4.4* (limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

(3) *Section 5806.2* (limits in which the storage of cryogenic fluids in stationary containers is prohibited): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

(4) *Section 6104.2* (limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

Section 2. Effective Date. This ordinance shall become effective 20 days after its adoption or upon its publication, whichever occurs later.

YEAS: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

**CERTIFICATION**

I certify this true and complete copy of Ordinance No. \_\_\_\_\_, adopted at a Regular Meeting of the Grand Haven City Council held on \_\_\_\_\_, 2024.

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

Introduced: \_\_\_\_\_, 2024  
Adopted: \_\_\_\_\_, 2024  
Published: \_\_\_\_\_, 2024  
Effective: \_\_\_\_\_, 2024

CITY OF GRAND HAVEN  
OTTAWA COUNTY, MICHIGAN

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 15, ARTICLE II, OF THE CITY OF GRAND HAVEN CODE OF ORDINANCES TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE; TO ADOPT THE NFPA 303 FIRE PROTECTION STANDARD FOR MARINAS AND BOATYARDS, 2021 EDITION; AND TO ADOPT CHAPTER 38 OF NFPA 1, 2021 EDITION, AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.**

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Section 2. Effective Date. This ordinance shall become effective 20 days after its adoption or upon its publication, whichever occurs later.

YEAS: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

**CERTIFICATION**

I certify this true and complete copy of Ordinance No. \_\_\_\_\_, adopted at a Regular Meeting of the Grand Haven City Council held on \_\_\_\_\_, 2024.

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

Introduced: \_\_\_\_\_, 2024  
Adopted: \_\_\_\_\_, 2024  
Published: \_\_\_\_\_, 2024  
Effective: \_\_\_\_\_, 2024

| ~~4878-2447-7403 v1 [57570-5]~~[4878-2447-7403 v2 \[57570-5\]](#)

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



**MEMORANDUM**

TO: Ashley Latsch – City Manager

CC: Derek Gajdos – Director of Public Works  
Michael England – Streets and Utilities Manager

FROM: Dana Kollewehr – Assistant City Manager *DK*

DATE: November 21, 2024

SUBJECT: CSX Railroad Encroachment Agreement

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Columbus Avenue is scheduled for reconstruction from 4<sup>th</sup> Street to Beacon Boulevard in 2026. In anticipation of the project, DPW staff has been working diligently with Abonmarche Engineering on the plans for infrastructure upgrades and street-level improvements. As part of the due diligence, representatives of the City of Grand Haven and Abonmarche met with the Michigan Department of Transportation (MDOT) and Genesee and Wyoming Railroad (GWRR) to review upcoming plans and discuss rail requirements for the project. For the planned City infrastructure improvements, the City will need to bore underneath the rail line owned by CSX Railroad.

Before the City can proceed with the remaining railroad coordination, CSX Railroad requires an encroachment agreement to be signed and an encroachment agreement fee of \$500 to be submitted. A copy of the agreement is enclosed.

City staff recommends City Council approve the enclosed Facility Encroachment Agreement with CSX Transportation, Inc. and pay the required fee of \$500 for the Columbus Avenue infrastructure project, and allow the Mayor and Clerk to execute the necessary documents.

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of April 23, 2024, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF GRAND HAVEN, a Michigan municipal corporation, political subdivision or state agency, whose mailing address is 519 Washington Ave, Grand Haven, Michigan 49417, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) thirteen inch (13") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Grand Haven, Ottawa County, Michigan, Milepost CGC-43.39, Latitude N43:03:45., Longitude W86:13:24.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor ("Licensee's Contractor") with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.



1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

**4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

## **7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

## **8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

## **9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Licensee's Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any

claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## **10. INSURANCE:**

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180,

500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Utility shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; PROTECTION SERVICES:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

## **12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment



rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

**15. NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:  
[https://propertyportal.csx.com/pub\\_ps\\_res/ps\\_res/jsf/public/index.faces](https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces)

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 616-847-3493.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

## **16. ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

## **17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

**19. CONTRACTOR'S ACCEPTANCE:**

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

**20. RIDERS:**

20.1 The following Rider(s) is/are herewith attached and included herein:

Railroad Protection Rider

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

**Witness for Licensor:**

**CSX TRANSPORTATION, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

**Witness for Licensee:**

**CITY OF GRAND HAVEN**

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

**Schedule "A"**

**CONTRACTOR'S ACCEPTANCE**

This Amendment is and shall be a part of Agreement No. CSX1016845, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated April 23, 2024, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

CSX TRANSPORTATION INC.

\_\_\_\_\_

By: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_

Print/Type Title: \_\_\_\_\_

Witness for Licensee's Contractor

\_\_\_\_\_  
LICENSEE'S CONTRACTOR

\_\_\_\_\_

By: \_\_\_\_\_

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

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

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## RAILROAD PROTECTION RIDER

This Rider is and shall be a part of Agreement No. CSX1016845, and is incorporated therein.

1. Licensor has conveyed its interest in only the track(s) facilities where the Encroachment is located to Mid-Michigan Railroad Company (hereinafter, the 'Railroad Company').

2. The provisions of this Rider shall be in addition to, **and not in lieu of**, the provisions of the Agreement to which this Rider is appended.

3. No entry onto Licensor's property by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, is permitted until Licensee, after giving at least thirty (30) days advance written notice, schedules the installation with, and receives approval from the Railroad Company, shown below:

Crystal Galbreath  
Real Estate Coordinator  
Genesee & Wyoming Railroad Services, Inc.  
13901 Sutton Park Drive South – Suite 160  
Jacksonville, FL 32224  
Telephone: 904-596-7782  
E-mail: [Crystal.Galbreath@gwrr.com](mailto:Crystal.Galbreath@gwrr.com)

4. In addition, Licensee shall secure an additional RPL insurance policy which lists the Railroad Company as the named insured. The RPL insurance policy requirements stated in this Agreement are hereby only offered as suggestions on behalf of the Railroad Company. The Railroad Company reserves the right to alter, revise, or change the provisions and/or monetary coverage limits of the required RPL insurance policy. The RPL insurance policy shall be sent to the Railroad Company for review and approval. No entry onto the corridor is permitted until Railroad Company issues its written approval of said RPL policy to Licensor.

5. Should the Railroad Company or Licensor deem it necessary, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of the Railroad Company and/or Licensor, or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), the Railroad Company and/or Licensor shall have the right to do so at the expense of Licensee, but the Railroad Company and/or Licensor shall not be liable for failure to do so.

6. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction.

7. The term 'Licensor' contained in this Agreement, to which this Rider is appended, shall also apply to Railroad Company.

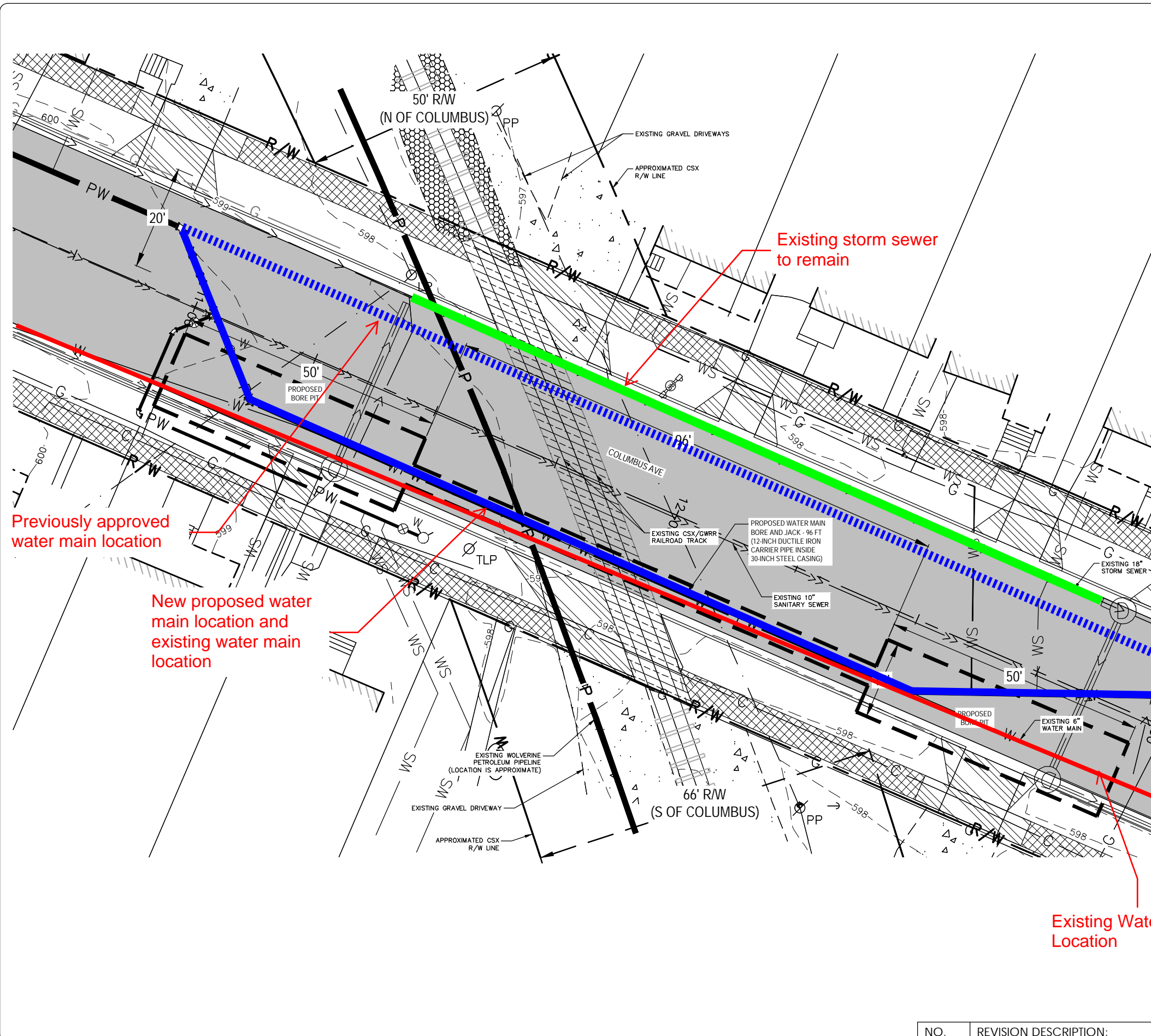


CSX PROPERTY SERVICES REVIEW	
<input type="checkbox"/> No Exceptions	<input checked="" type="checkbox"/> Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.	
By: <u>Nensi Patel</u>	

CSXT GENERAL NOTES:

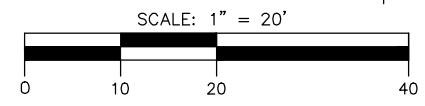
1. CSXT owns its right-of-way for the primary purpose of operating a railroad, and shall maintain unrestricted use of its property for current and future operations.
2. Agency or its contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damages to CSXT's property, or to poles, wires, and other facilities of tenants of CSXT's property or right-of-way.
3. Refer to the CSXT's "Design & Construction Standard Specifications Pipeline Occupancies" revised June 5, 2018 (4.1.2).
4. Work schedule is subject to the approval of all required construction submittals by the CSXT Construction Representative, verification that proposed work will not conflict with any CSXT U.G. Facilities, and the availability of CSXT Flagging and Protection Services. Construction submittals will be based upon the proposed scope of work and may include, but are not limited to; proposed work plan, project schedule, means and methods, site access, dewatering, temporary excavation/shoring, soil disposition/management, track monitoring, concrete placement work, structural lifting/rigging plans for hoisting operations, substructure construction plans, steel erection plans, roadwork plans, etc. No work may begin on, over, or adjacent to CSXT property, or that could potentially impact CSXT property, operations or safety without the prior completion and approval of the required aforementioned information and approvals.
5. Prior to construction, all signal facilities and/or warning devices at proposed facility crossing, i.e. cantilevers, flashers, and gates must be located and marked/flagged by CSXT. The traditional "One Call" utility locate services are not responsible for locating any CSX under-grade utilities or facilities Contractor shall be held liable for any damages to CSXT communication & signal facilities.
6. Contractor also has the sole responsibility of ascertaining that all other utilities have been properly located by complying with the local "call before you dig" regulation(s). Contractor shall solely be responsible for notifying owners of adjacent properties and of underground facilities and utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
7. The use of construction safety fencing is required when a CSXT Flagman is not present. Distance of fencing from nearest rail to be determined by the CSXT Track Supervisor and shall be removed upon completion of the project.
8. Contractor access will be limited to the immediate project area only. The CSXT property outside the project area may not be used for contractor access to the project site and no temporary at-grade crossings will be allowed.
9. All material and equipment will be staged to not block any CSXT access or maintenance roads. No hoisting or auxiliary equipment necessary for the procedure shall be placed on CSXT track structure and / or ballast section. Clear working locations for equipment used will be laid out and approved by CSXT's representative prior to equipment set-up. Agency and contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations.
10. CSXT does not grant or convey an easement for this installation.
11. CSXT requires contractors, subcontractors, and vendors to participate in job safety briefings daily and as necessary with the CSXT flagger. The scope of work may require that various protection against train movements be discussed, understood, and utilized. Work shall only be undertaken with the presence and permission of the CSXT flagger. If at any time the CSXT flagger perceives that the hoisting procedure is causing or has the potential to cause a hazard or delay to CSXT operations through the project site, work will cease until such time as satisfactory modifications have been reviewed and approved.
12. Erosion and Sedimentation Control (E&SC) – Clearing and grubbing operations shall not adversely impact the stability of CSXT property. Temporary (and permanent) erosion and sedimentation (E&S) control devices shall be provided to prevent the flow of sediment onto and adjacent to CSXT property. The addition of permanent E&SC control Best Management Practices (BMP) devices may be required at the project's expense. E&SC devices shall not restrict or prevent access to CSXT operations and shall be maintained by the contractor for the life of the project. No additional drainage (construction or permanent) may be directed onto CSXT property. Upon completion of the project, contractor shall remove all temporary erosion and sedimentation control devices used during construction activities from CSXT's property.
13. The right of way shall be restored to a condition equal to or better than the condition prior to beginning the project before final acceptance will be provided. Punch lists shall be responded to prior to issuance of an acceptance memorandum signed by the CSXT representative.
14. No construction or entry upon the CSXT corridor is permitted until the document transaction is completed, you are in receipt of a fully executed document, and you have obtained authority from CSXT's.
15. CSX does not represent or warrant the right-of-way dimensions depicted on these drawings. A third party survey is recommended for verification and accuracy.
16. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that no unsupported excavation is ahead of the pipe. The bore head / auger set-up (sketch or photos) shall be submitted by contractor and accepted by assigned CSXT representative prior to start of the jack & bore.
17. The operation shall be progressed on a 24-hour basis without stoppage (except for adding lengths of pipe) until the leading edge of the pipe has reached the receiving pit.
18. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered.
19. Pipeline shall be prominently marked at both sides of the CSXT property lines by durable, weatherproof signs located over the centerline of the pipe in accordance with CSXT specifications.
20. If required, a dewatering plan in accordance with CSXT specifications will be submitted to the CSXT representative for review and approval prior to any dewatering operations. Dewatering drawdown level at tracks shall be field verified that it meets the approved dewatering design prior to commencement of jack and bore operations.
21. Blasting is not permitted under, on, or adjacent to CSXT property.
22. Jacking pit: identify hazards and put controls in place prior to start of excavation. Contractor shall erect a barrier and construction fence along the face of jacking pit construction limits and not encroach past it when preparing the pit. Stake or mark pit as needed for digging. Erosion control devices shall be placed at the jacking and receiving pits protecting CSXT property and ditches to the satisfaction of the CSXT representative.
23. Excavation: If the excavation is 5 feet or greater in depth, the walls may be sloped at 1.5 horizontal to 1 vertical to reduce the risk of cave-ins or slides. A safe manner in which to enter and exit the excavation must be established. The toe of slopes in excavation shall in no case be undercut by power shovels, bulldozers, graders, blasting, or in any manner. Excavation shall not be made in excess of the authorized cross-section.
24. Backfill, cover or fence all excavations when unattended. The CSXT representative will approve the protection method and the type of fencing material. Set fencing back at least 3 feet (91 centimeters) from the edges of the excavation. Set fence posts securely in the ground and insure the fencing is securely tied to posts with zip ties or some other tie wrap product.
25. For any excavations permitted on CSXT property, all backfill in excavations and trenches shall be compacted to 95% maximum dry density as defined in ASTM standard d1557 and installed in six-inch lifts. In-situ soil shall be used for backfill material. Should additional offsite backfill material be needed, offsite material sources are to meet state and residential clean fill requirements and be preapproved by CSXT's representative. CSXT does not require a specific testing requirement or standard for stone.
26. Track monitoring: prior to commencing jack & bore operations, contractor shall be required to conduct and submit a baseline survey along the top of each rail under CSXT flagger protection and in accordance with the preapproved settlement monitoring construction submittal. Additional survey data shall be collected and submitted once each day during casing pipe installation, or as directed by CSXT representative. Contractor shall also take elevation shots at top of tie and top of casing pipe before starting the bore to verify depth of cover proposed for the work has been met.

26. Projects that generate soils from CSXT property must adhere to CSXT's soil management policies. CSXT requires soils generated from its property to either be reused on CSXT property or properly disposed in a CSXT approved disposal facility. CSXT environmental department will handle waste characterization and profiling into an approved disposal facility. CSXT prohibits any environmental sampling on its property unless granted through a written environmental right-of-entry or approved in writing by the CSXT environmental department. The management of soils generated from CSXT property should be planned for and properly permitted (if applicable) prior to initiating any work on CSXT property. A list of CSXT approved laboratories and/or disposal facilities may be obtained from the CSXT manager environmental programs.



DOT TRACK CROSSING NUMBER: 235657E	
MEASUREMENT	DESCRIPTION
60'	WIDTH OF CSX R/W
30'	DISTANCE FROM CENTERLINE OF TRACK TO R/W
96'	TOTAL LENGTH OF PIPE ON CSX R/W
27.5'	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF PITS AT A 90 DEGREE ANGLE TO THE TRACKS
45° OR 135°	ANGLE OF CROSSING
W: 200' E: 300'	DISTANCE OF SHUT-OFF VALVES FROM CENTERLINE OF NEAREST TRACK (MIN. 2,000' FROM NEAREST TRACK ON EACH SIDE OF R/W)
15'	WIDTH OF LAUNCHING/RECEIVING PIT
30'	LENGTH OF LAUNCHING/RECEIVING PIT

- NOTE:**
- CASING PIPE ENDS MUST BE SEALED. CSXT PIPELINE SPECS. PAGE 19, E.
  - THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WITH POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE. CSXT PIPELINE SPECS. PAGE 23, A) ii) (c)



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T 269.927.2295  
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Engineering Architecture Land Surveying

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PROJECT:

**COLUMBUS AVE  
RECONSTRUCTION PROJECT  
CITY OF GRAND HAVEN  
OTTAWA COUNTY, MI**

SHEET TITLE:

**CSX/GWRR  
MICHIGAN SHORELINE RR  
WATER MAIN  
PLAN VIEW**

DRAWN BY: DWB  
DESIGNED BY: DWB  
PM REVIEW: TRD  
QA/QC REVIEW:

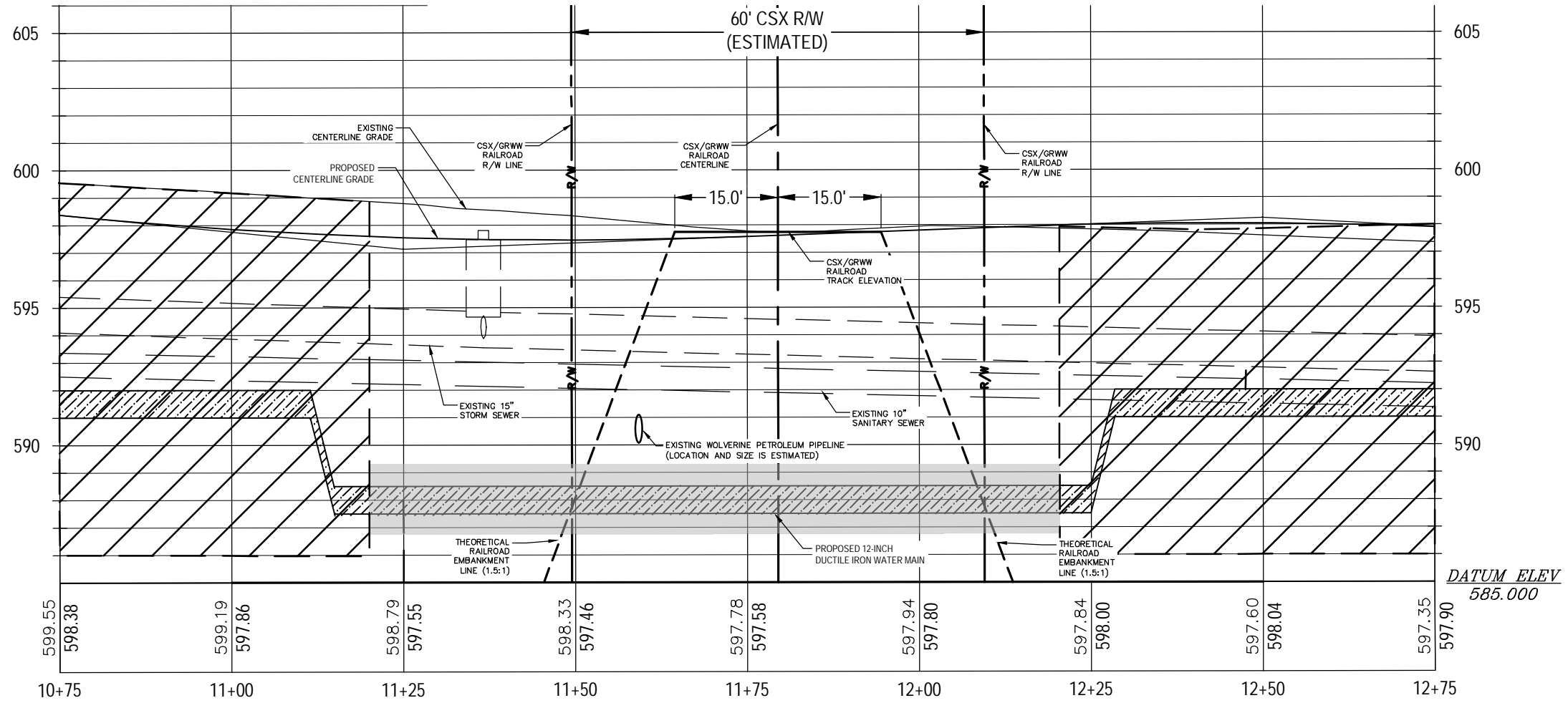
DATE: AUGUST 2024

SCALE: HORZ: 1"=20'  
VERT: N/A

ACI JOB # 23-1895

SHEET NO.

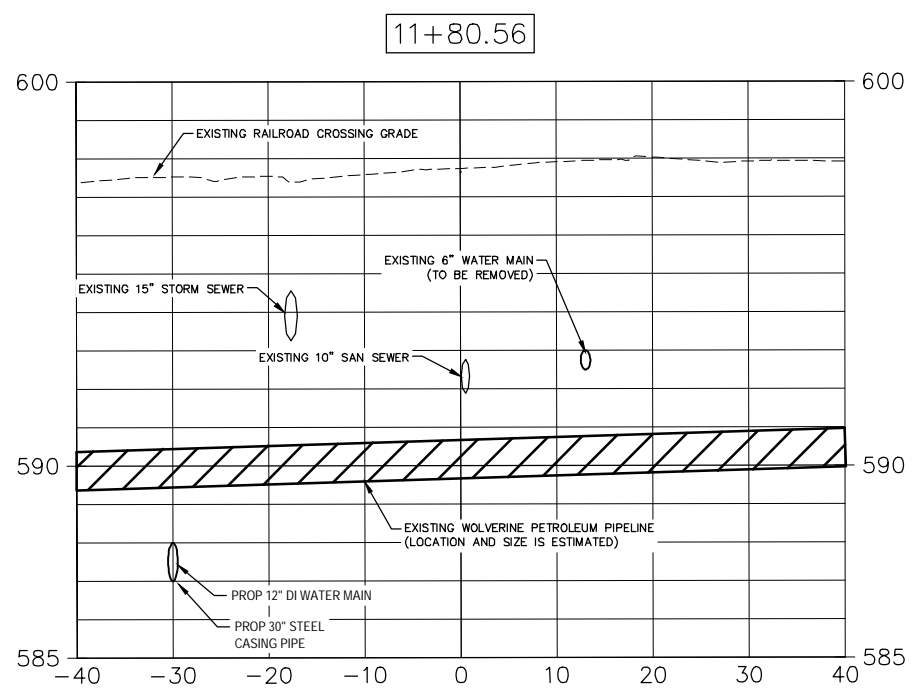
NO.	REVISION DESCRIPTION:	BY:	DATE:
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DOT TRACK CROSSING NUMBER: 235657E

LENGTH	DESCRIPTION
30'	DISTANCE FROM CENTERLINE OF TRACK TO CSX R/W
6.5'	DISTANCE FROM BASE-OF-RAIL TO TOP-OF-CASING
N/A	DISTANCE FROM BASE-OF-DITCH TO TOP-OF-CASING
96'	TOTAL LENGTH OF PIPE ON CSX R/W
35'	DISTANCE FROM CENTERLINE OF NEAREST TRACK TO FACE OF PITS AT A 90 DEGREE ANGLE TO THE TRACKS
N/A	DISTANCE FROM TOP-OF-VENT PIPE TO GROUND SURFACE (4' MIN REQUIRED)
N/A	DISTANCE FROM CENTERLINE OF TRACK TO VENT PIPE AT A 90 DEGREE ANGLE TO THE TRACKS
1.5' OVER AND 1' DOWN	THEORETICAL EMBANKMENT LINE: STARTS 12' FROM CENTERLINE OF TRACK AND EXTENDS AWAY FROM TRACK AT A SLOPE OF 1.5' OVER AND 1' DOWN
12"	CARRIER PIPE DIAMETER

Pipes placed under CSXT track(s) shall maintain a minimum distance of 5.5 feet from base of rail to top of pipe through entire CSX ROW



PIPELINE CONTENT DETAILS		
COMMODITY DESCRIPTION:	POTABLE DRINKING WATER	
MAXIMUM OPERATING PRESSURE:	350 PSI (PRESSURE CLASS 350)	
IS COMMODITY FAMMABLE:	NO	
DETAILS	CARRIER PIPE	CASING PIPE
PIPE MATERIAL:	DUCTILE IRON	SMOOTH WALL STEEL
MATERIAL SPECIFICATIONS & GRADE:	AWWA C150/C151	ASTM A53
SPECIFIED MINIMUM YIELD STRENGTH:	42,000 PSI	35,000 PSI
NORMAL SIZE OUTSIDE DIAMETER (INCHES):	13.20	30
WALL THICKNESS (INCHES):	0.31	0.31
TYPE OF SEAM:	N/A	N/A
TYPE OF JOINTS:	MECHANICAL JOINT WITH MEGALUG RESTRAINTS	WELDED
TUNNEL LINER PLATES REQUIRED:	N/A	N/A
CATHODIC PROTECTION:	N/A	N/A
PROTECTIVE COATING:	N/A	N/A
TEMP-TRACK SUPPORT:	N/A	N/A

**ABONMARCHÉ**  
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 T 269.927.2295  
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 Engineering Architecture Land Surveying

PROJECT:  
 COLUMBUS AVE  
 RECONSTRUCTION PROJECT  
 CITY OF GRAND HAVEN  
 OTTAWA COUNTY, MI

SHEET TITLE:  
 CSX/GWRW  
 MICHIGAN SHORELINE RR  
 WATER MAIN  
 PROFILE VIEW

DRAWN BY: DWB  
 DESIGNED BY: DWB  
 PM REVIEW: TRD  
 QA/QC REVIEW:  
 DATE: AUGUST 2024  
 SCALE:  
 HORZ: 1"=20'  
 VERT: 1"=5'  
 ACI JOB #  
 23-1895  
 SHEET NO.

NO.	REVISION DESCRIPTION:	BY:	DATE:

## Memorandum

To: City Council

From: Amanda Burnett, Human Resources Manager

Date: 11/19/2024

**Subject: Summary of Resolution to Amend City Manager Contract**



This memo provides a summary of the key points of the resolution to amend the City Manager contract for Ashley Latsch, as discussed and adopted on December 2, 2024.

### **1. Contract Term Extension:**

The employment agreement with Ashley Latsch, dated October 18, 2022, will be extended for an additional five (5) years. The new term will run from December 2, 2024, to December 2, 2029, with automatic one-year renewals thereafter unless terminated by either party with at least 90 days' written notice.

### **2. Address Update:**

The City Manager's current address is updated in the agreement to:  
111 S. Hopkins, Grand Haven, MI 49417.

### **3. Compensation Update:**

- The City Manager's annual base salary is confirmed at \$143,436.80, effective October 3, 2024.
- Beginning with the extended term, the agreement includes an annual cost-of-living adjustment (COLA) to be determined and approved by the City Council and applied at the start of the City's fiscal year.

### **4. Authorization:**

The Mayor and Clerk are authorized to execute the amended agreement on behalf of the City of Grand Haven.

### **5. Effective Date:**

This resolution takes effect immediately upon adoption.

Please let me know if you have any questions or need further clarification.

Best regards,  
Amanda Burnett  
Human Resources Leader

## EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made as of December 2, 2024, between the City of Grand Haven, a Michigan municipal corporation, the principal business address of which is 519 Washington Avenue, Grand Haven, MI 49417 (the “City”) and Ashley Latsch, an individual whose address is 111 S. Hopkins, Grand Haven, MI 49417 (alternatively “Employee” or “Ms. Latsch”).

### RECITALS

- A. The City wishes to engage Employee as its City Manager.
- B. The parties wish to state the current terms and conditions of her employment as the City Manager.

### TERMS AND CONDITIONS

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

1. Employment. The City employs Employee as its City Manager to perform the functions and duties specified by its City Charter and ordinances, by applicable state and federal laws, rules and regulations, and other legally permissible and proper duties and functions of the office as the City Council shall assign. The City Council of the City may appoint Employee to serve or, as a result of Employee’s employment as City Manager, Employee may serve, in other offices or on other boards, commissions and other bodies. Employee’s term of office in those positions shall be co-terminus with Employee’s employment as City Manager, so that the termination of Employee’s employment as City Manager, whether by Employee’s resignation or by City Council action, shall serve as Employee’s resignation from such other offices and bodies.
2. Term. This Restated Agreement shall be extended on the same terms and conditions as provided herein, with the exception of compensation and benefit adjustments, for an additional period of five (5) years. This Restated Agreement shall continue thereafter for one (1) year terms unless either party hereto gives 90 days’ written notice to the other party that the notifying party does not wish to extend this Restated Agreement for an additional one (1) year term.
  - a. Employee shall, on an at-will basis, serve at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee with or without cause.
  - b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from employment with the City.
  - c. Employee’s employment by the City shall be Employee’s exclusive employment, and Employee shall devote Employee’s full energies and efforts to the performance of Employee’s duties under this Agreement. However, upon prior consent of the City Council, Employee shall be entitled to accept occasional teaching or speaking engagements which do not conflict with the performance of Employee’s duties. Employee agrees to remain in the exclusive employ of the City while this Agreement is in effect.
3. Residence. Employee agrees to live within 20 miles of the City.
4. Compensation. The City shall pay Employee an annual salary of \$143,436.80 payable in equal bi-weekly installments on regular City paydays. Her salary may be increased from time to time by action of the City Council. Employee compensation includes

insurance coverage, retirement plan participation, paid holidays, paid time off and any other benefits provided to full-time department heads of the City, although she serves at the direction and at the pleasure of the City Council. If, due to general budget cutbacks, a reduction is made to Employee's and City department directors' salaries, Employee's salary shall not be reduced by a larger percentage than the average percentage reduction for department directors.

Employee will receive the annual COLA provided to the general group as approved by City Council each year. Salary shall be discussed annually upon completion of a performance evaluation by the City Council.

5. Termination and Severance Pay. This Agreement and Employee's employment pursuant to it may be terminated in any one of the following ways.
- a. By Employee's written resignation. Employee shall give written notice of her resignation at least 30 days prior to its effective date. If Employee fails to do so, then any other provision of this Agreement notwithstanding, the City shall have no obligation to pay Employee for accumulated PTO, the amount of which the City shall be entitled to retain as liquidated damages for the costs it shall incur as a result of such sudden resignation.
  - b. By action of the City Council. The City Council may terminate this Agreement immediately for any of the following reasons applicable to the Employee:
    - i. Conviction of or a plea of no contest to a felony;
    - ii. Misconduct, whether during or outside the course of employment, which substantially impairs Employee's ability to function effectively as City Manager or which brings disrepute to the office of City Manager;
    - iii. Gross negligence in the performance of duties under this Agreement;
    - iv. Fraud or embezzlement;
    - v. Dishonesty, intentional falsification of records or documents, financial improprieties, misuse of position for personal gain, or deliberate misrepresentation of material facts to the City Council;
    - vi. Willful neglect or abandonment of Employee's duties;
    - vii. Drug test confirming the use of illegal substances, or intoxication while working;
    - viii. Violations of federal or state laws, the City Charter or the City's Code of Ordinances;
    - ix. Material breach of this Agreement.

In such circumstances, the City shall pay to Employee the amounts due Employee for earned and unused PTO, but no other severance amounts.

- c. By action of the City Council. The City Council may terminate this Agreement immediately for any reason or no reason, other than as provided in subparagraph b. of this paragraph. If such action is taken, then the City shall pay to Employee an amount equal to six months of Employee's salary. Such severance pay shall be paid to Employee over the required months beginning on the date of Employee's employment termination, by checks issued in biweekly installments on regular City paydays. The City shall withhold applicable taxes and other deductions at the last known rate as indicated by the Employee and the last available pay period.

Employee will be offered the opportunity to enroll in continuing health insurance coverage at the Employee's expense, under the available COBRA provisions. The City's obligation to pay the salary under this subparagraph shall be terminated when the Employee begins other employment.

- d. By Employee's death. This Agreement shall terminate immediately upon the Employee's death, in which case no severance amount shall be paid.
6. Performance Evaluations. The City Council shall review and evaluate the performance of Employee at least once annually at the end of each fiscal year. This review and evaluation shall be in accordance with specific performance goals and similar criteria developed jointly by the City Council and Employee. These criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Employee.
7. Travel and Transportation. The City agrees to maintain the current City Manager's vehicle for Employee's business and personal use, and, at City expense, the City shall provide fuel, maintenance and insurance for that vehicle. Employee's personal use of the vehicle shall comply with regulations of the Internal Revenue Service.

At the time of Agreement renewal or prior (based on the current leased vehicle's operational standards), the City will offer the Employee the option to switch to an auto allowance structure.

8. Computer and Cell Phone. Employee's duties require that Employee may find it necessary to work at home after normal working hours, so the City shall provide Employee with a reasonably up-to-date laptop computer and software to be maintained and repaired by the City. Employee shall use that computer in accordance with City policies and shall adhere to generally accepted standards for the care of such equipment. The City shall continue to pay, at the current reimbursement rate, for the Employee's cell phone for business and personal use.
9. Benefits. Employee shall be entitled to the employment benefits provided to City department directors under the City's general personnel policies.
  - a. Employee shall accrue, and have credited to her personal account, PTO at the same rate as other general employees of the City. All City personnel rules regarding the accrual, retention, granting of additional PTO and use of PTO shall apply to Employee in the same manner as other department directors. The City allows for a rollover of 64 hours of earned, but unused PTO. PTO not used above the rollover provision is cashed out annually to the Employee's choice of pre-tax account (i.e. 457, HCSP, HSA).
  - b. Employee, and Employee's dependents, shall receive the standard medical, dental, disability and related insurance benefits received by City department directors.
  - c. Employee shall receive the same life insurance as is provided to City department directors with additional coverage if necessary, to equal the lesser of Employee's annual salary or up to \$200,000.
  - d. The City agrees to budget and to pay for the professional dues and subscriptions and the cost of Employee to attend ICMA and Michigan City Manager Association meetings as the financial condition of the City allows. If not specifically budgeted, attendance and payment of expenses are subject to the advance approval of the City Council.



10. Compliance. Employee shall in the performance of her duties comply with all applicable laws, rules, regulations, orders, directives and resolutions of any agency or entity of competent jurisdiction. Employee shall also comply with the City's ethics policies and with the ICMA Code of Ethics.
11. Qualifications. The City's employment of Employee is, at least in part, due to experience, education and other qualifications Employee indicated she had in documents submitted to the City as part of Employee's application for the position of City Manager. The parties agree that any inaccuracies in such information would constitute cause for termination of Employee's employment under subparagraph 6.B of this Agreement.
12. Liability.
  - a. The City shall hold Employee harmless from, indemnify her for and defend her against any threatened, pending or completed claim, demand, suit, settlement, judgement award or civil, criminal, administrative or investigative proceeding or action which results from Employee's performance of Employee's duties under this Agreement. However, the City shall have no such obligation if Employee did not act in good faith, or acted outside the scope of her employment, or knowingly violated applicable laws, rules, regulations, guidelines, orders, directives or policies. With respect to any criminal proceeding, the City shall have no obligation under this provision unless Employee had no reasonable cause to believe her conduct was unlawful.
  - b. The City shall obtain and maintain liability insurance which provides coverage for Employee for Employee's good faith acts in the performance of her duties under this Agreement.
  - c. The limits of the City's obligations under this section of this Agreement are to provide coverage or indemnification for liability up to \$1,000,000. While the City may provide additional coverage or indemnification, it is not obligated to do so.
13. Miscellaneous.
  - a. This Agreement is written pursuant to the laws of the State of Michigan and is made in Ottawa County, Michigan. This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all other prior employment agreements. This Agreement may not be modified or amended except in writing, signed by both parties. In case of any conflict between this Agreement and any personnel or other policies of the Employer, the Agreement shall control.
  - b. To the extent not prohibited by law, jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Ottawa County, Michigan.
  - c. If any provision in or portion of this Agreement is found by a court of competent jurisdiction to be invalid or illegal or unenforceable, that provision or portion shall be removed from this Agreement, and the remainder of this Agreement shall remain enforceable between the parties.

The parties have executed this Agreement as of the date(s) below.

CITY OF GRAND HAVEN

ASHLEY LATSCH

By: \_\_\_\_\_

\_\_\_\_\_

Robert Monetza, Mayor  
Date Signed: \_\_\_\_\_, 2024

Date Signed: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Maria Boersma, Clerk

Date Signed: \_\_\_\_\_, 2024

4877-4951-6344 v2 [57570-1]

**RESOLUTION TO AMEND THE CITY MANAGER CONTRACT TO  
EXTEND THE TERM, UPDATE ADDRESS, AND INCLUDE ANNUAL  
COST-OF-LIVING ADJUSTMENT**

**WHEREAS**, the City of Grand Haven ("City") entered into an employment agreement ("Agreement") with Ashley Latsch as the City Manager on October 18, 2022; and

**WHEREAS**, the City Council has reviewed the performance of the City Manager and determined that it is in the best interest of the City to extend the term of the Agreement for an additional five (5) years; and

**WHEREAS**, This Restated Agreement shall continue thereafter for one (1) year terms unless either party hereto gives 45 days' written notice to the other party that the notifying party does not wish to extend this Restated Agreement for an additional one (1) year term.

**WHEREAS**, the City Manager has provided an updated address that must be reflected in the Agreement; and

**WHEREAS**, the City Council wishes to include an annual cost-of-living adjustment (COLA) to the City Manager's compensation, as determined and approved by the City Council each year and provided to the general group, effective upon the start of the extended contract term; and

**WHEREAS**, all other terms and conditions of the Agreement shall remain in full force and effect unless otherwise amended by this Resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grand Haven, as follows:

**1. Amendment to Contract Term:**

- The employment agreement between the City of Grand Haven and Ashley Latsch, dated October 18, 2022 is hereby amended to extend the term of the Agreement for an additional five (5) years.
- The new term of the Agreement shall commence on December 2, 2024 and shall expire on December 2, 2029 with automatic renewals each year thereafter, unless otherwise terminated in accordance with the Agreement or by written notice from either party at least 90 days prior to the end of the current term.

**2. Address Update:**

- The City Manager's current address is updated in the Agreement to reflect: 111 S. Hopkins, Grand Haven, MI 49417

**3. Modification of Compensation:**

- The Agreement is hereby amended to reflect the current annual base salary for the City Manager at \$143,436.80, effective as of October 3, 2024.
- Effective upon the start of the extended term, the City Manager's compensation shall include an annual cost-of-living adjustment (COLA).
- The COLA percentage shall be determined and approved by the City Council each year and shall be applied at the start of the City's fiscal year.

4. **Authorization:**

- The Mayor is hereby authorized and directed to execute the amendment to the City Manager's contract, reflecting the five-year extension, address update, and inclusion of the annual COLA, on behalf of the City of Grand Haven.

5. **Effective Date:**

- This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Grand Haven, State of Michigan, on this 2nd of December, 2024.

Upon a call of the roll, the vote was as follows:

Ayes:

Nays:

Absent:

RESOLUTION DECLARED ADOPTED.

---

Maria Boersma, City Clerk  
City of Grand Haven

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of City of Grand Haven, County of Ottawa, Michigan, at a regular meeting held on December 2, 2024, and that public notice of the meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature on December 2, 2024.

---

Maria Boersma, City Clerk  
City of Grand Haven

**CITY OF GRAND HAVEN**

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



**TO:** Mayor, and City Council

**FROM:** Ashley Latsch, City Manager

**DATE:** November 26, 2024

**SUBJECT:** Temptations Renewal

---

The City owns property known as the Grand Trunk Depot, which has been operated by a number of retail tenants since the closure of the former Chinook Pier.

Temptations of Grand Haven would like to continue utilizing their 1056 sq/ft. This proposed ten-year license agreement renewal outlines an increase to the current base rent, increasing it to \$17,424 annually, along with annual CPI increases. As a reminder, the base rent is not inclusive of taxes and utilities; which are billed independently to the tenant.

If approved, the license will be for ten years with a termination date of December 31, 2034, with the option for extension negotiation if mutually agreed upon by the City and Temptations.

# CITY OF GRAND HAVEN COMMERCIAL LICENSE AGREEMENT

**I. THE PARTIES:** This Commercial License Agreement (“Agreement”) made on December 2, 2024, by and between:

**The City of Grand Haven**, with a mailing address of 519 Washington Avenue, Grand Haven, Michigan 49417, Attn: City Manager (“Licensor”), who agrees to license the premises to:

**Licensee**: Temptations of Grand Haven, INC, with a mailing address of 1 N Harbor, Grand Haven, MI 49417 Attn: Diane Murray, (“Licensee”), who agrees to license the premises under the terms that are outlined in this license agreement.

Collectively the Licensor and Licensee shall be known as the “Parties.”

**II. RECITALS:**

- A. The Licensor, a Michigan Municipal corporation owns the property and improvements described in the “premises” below, situated in the area commonly referred to as the Grand Trunk Depot (“Depot”).
- B. The Licensee has had previous agreements with the Licensor for the Depot as well as Chinook Pier.
- C. The Licensor desires to continue to license the Premises to the Licensee for the operation of this same business.
- D. All Parties are aware that the Lynne Sherwood Waterfront Stadium is an important event venue for the City, and events will remain the primary purpose of the Premises.

**III. DESCRIPTION OF LICENSED PREMISES.** The Licensor, in consideration of the fee to be paid and the covenants performed by the Licensee, licenses to the Licensee the following Premises:

**Street Address:** 1 N. Harbor Dr., Grand Haven, MI 49417 property commonly known as the “Depot”.

**Parcel #:** Portion of 70-03-20-280-025.

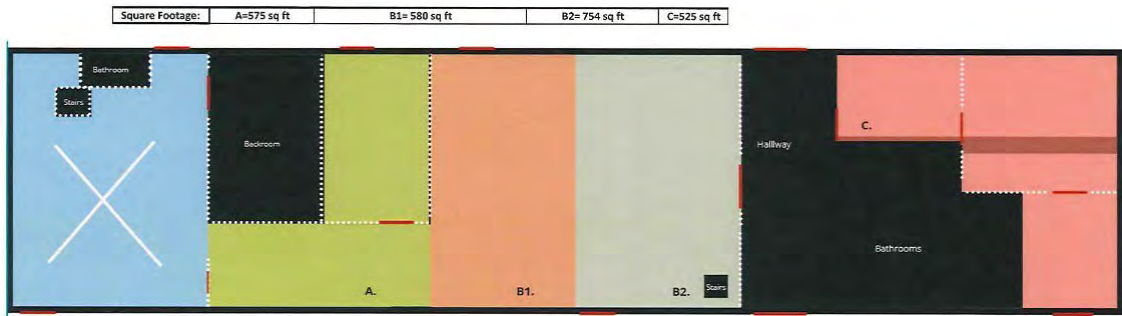
**Type of Space:** Commercial-Improved.

**Square Footage:** 1056 ft<sup>2</sup> of vendor space.

**Other Description:** Northern portion of the Depot, identified as section “X” in the diagram below.

Hereinafter known as the “Premises.”





#### IV. TERM OF LICENSE.

- a. Unless terminated earlier pursuant to this Agreement, the term of the License (the "Term") shall commence upon January 1, 2025 (the "Commencement Date") and terminate on December 31, 2034 (the "Termination Date"). The term of this License Agreement may be extended upon mutual agreement of Licensor and Licensee. All of the other conditions of this License Agreement (including the Base License Fee, but as adjusted in accordance with this License Agreement), except for the new term of this License Agreement, shall remain in full force and effect during any such extension term, and any dates in this License Agreement shall be appropriately revised.
- b. If Licensor and Licensee do not negotiate a renewal of this License Agreement per this agreement before the expiration of this License Agreement, and if during this License Agreement or within 30 days after its expiration Licensor seeks to create a new license agreement or a new lease with another party for the Licensed Space to be effective after this License Agreement expires, Licensor grants Licensee the right of first refusal/offer to obtain a license or lease for the Licensed Space, on the same terms mutually accepted by the third party and Licensor. Licensor shall give notice to Licensee of the intent to grant a license or lease for the Licensed Space to a third party; such notice shall include a detailed memorandum describing the terms accepted by the third party and Licensor, including the term with any renewals; the rent, including any escalation provisions; the terms of any rent credit, work letter, construction and build out allowances, or other similar tenant inducements; the terms of licensee/tenant obligations, if any, to make payments on account of taxes, operating expenses, and all other pass throughs; and all other material terms. Licensee shall have 30 days after notice from Licensor to meet the terms agreed to by a third party and Licensor, and to sign a new license or lease agreement (or an amendment to this License Agreement). Licensee shall be permitted to assign its rights in this subsection to another entity which is owned or controlled by one or more the principals of the Licensee.

## V. USE OF LICENSED PREMISES.

- a. The Licensed Space is licensed to be used as a retail space for the sale of ice cream, beverages and related food products. At no time shall the licensee engage in the sale of soft ice cream or products made from soft ice cream. Licensee agrees to use the Licensed Space only for that purpose, and not to use, or permit the use of, the Licensed Space for any other purpose without the Licensor's prior written consent. Licensee acknowledges that its continued occupancy of the Licensed Space and the regular conduct of its business therein are of utmost importance to Licensor in maintaining a constant presence, oversight, and vitality to the Depot.
- b. Licensee therefore covenants and agrees that it will, throughout the term of this License Agreement, continuously occupy and use the entire Licensed Space for the purposes permitted under this License Agreement. In this regard, Licensee shall maintain a stock of merchandise and a staff of employees adequate to assure the successful operation of Licensee's business. During the period beginning on the Friday immediately before Memorial Day and continuing through and including Labor Day of each calendar year (a "Summer Season"), at a minimum Licensee shall conduct its business during all usual days and hours of other retail businesses in the vicinity, but not less than the hours of 11 :00 a.m. until the start of the musical fountain (or no earlier than 9:00 PM) each day during any portion of any Summer Season during the term of the License Agreement. Licensee acknowledges that Licensor is executing this License Agreement in reliance upon these covenants and that these covenants are a material element of the consideration inducing Licensor to execute this License Agreement. Licensee agrees and recognizes that the damage to Licensor resulting from Licensee's breach of any provision in this Section will be substantial, and will be impossible to accurately measure. Licensee therefore agrees that in the event of a breach or threatened breach of any of the covenants in this Section, and in addition to all of Licensor's other rights and remedies, at law, in equity or otherwise, Licensor shall have: (a) the right of injunction to enforce Licensee's use as required by this Section; and (b) the right to terminate this License Agreement (without relieving Licensee of any of its monetary obligations under this License Agreement) if such breach is not corrected within 24 hours after delivery to the Licensed Space of written notice of such breach or if such breach occurs more than twice during any Summer Season.
- c. Waste, Nuisance, or Unlawful Use. Licensee shall not commit, or allow to be committed, any waste upon the Licensed Space, or create or allow any nuisance to exist on the Licensed Space, nor allow the Licensed Space to be used for any unlawful purpose. Licensee covenants to operate and keep the Licensed Space in a clean and sanitary condition according to all applicable building, zoning, and health codes and ordinances, and to otherwise keep and maintain the Licensed Space in a manner that is consistent with the appearance of the Depot.
- d. Climate Control. Because the Depot is in a moist environment, climate control is an essential element in facility integrity. Humidity can create health and structural concerns, so air conditioning is critical. Under no circumstances shall Licensee prop doors open or leave windows open at any time of year in any weather under any circumstances. Should



Licensee prop open doors or allow windows to be open, a fee of \$50 will be added to that month's Base License Fee and the condition may be considered a default under the termination clause of this License Agreement. Furthermore, the Premises is not intended to be completely winterized, and as such Licensee should not allow the temperature to go below 50 degrees.

## **VI. PHYSICAL CONDITION OF LICENSED SPACE.**

- a. Licensee Maintenance and Repair. Licensee shall, at Licensee's sole cost and expense, maintain and keep the Licensed Space clean and in good repair, including, without limitation, keeping in a neat condition all windows, doors, skylights, adjacent decks and sidewalks, storefront, and interior walls. Licensee agrees to keep the Licensed Space and all improvements in the same condition as on the date it begins occupying the Licensed Space, excepting reasonable wear and tear. Licensee will not be required to undertake any replacements unless due to licensee neglect or willful act.
- b. Licensor Maintenance and Repair. Licensor shall, at Licensor's sole cost and expense, maintain the structural parts of the building and Licensed Space, including the building shell, exterior skin, bearing walls, foundation, windows and roof.
- c. Modification and Alteration. Licensee shall not construct, remodel, demolish, alter, or make any modifications to the Licensed Space without Licensor's prior written approval. All expense and costs for any such work, as approved, shall be the responsibility of Licensee. All improvements or alterations made by Licensee shall belong to and become the property of Licensor upon the expiration or other termination of this License Agreement, without compensation or payment to Licensee. Licensor may, at its election and upon notice to Licensee prior to expiration or termination of this License Agreement, require Licensee to remove any such alterations or improvements and to restore the Licensed Space to its original condition. Should Licensee fail or refuse to remove the alterations or improvements, or to restore the Licensed Space, then Licensor may do so and charge the cost to do so to Licensee as an Additional License Fee.
- d. Contractors/Suppliers Liens. Licensee shall not, under any circumstances or conditions, cause or permit any mechanic's lien, construction lien, or claim for a lien, to be filed against the Licensed Space, or the building or real property of which the Licensed Space are a part. If any lien is asserted or filed against the Licensed Space, and Licensee fails to cause such lien or claim for lien to be released or removed within 15 days after Licensor's notice to do so, then Licensor may, at its election, remove said lien or lien claim by paying the full amount without investigation or contest to the validity thereof, and Licensee shall pay to Licensor, upon demand, the amount paid by Licensor, including Licensor's costs, expenses, and attorney's fees, in eliminating said lien or claim for lien. Any amount paid by Licensor under this provision shall be considered an Additional License Fee.
- e. Licensor's Entry for Inspection and Maintenance. Licensor reserves the right to enter the Licensed Space at reasonable times for inspection and to perform required maintenance and repair, or make additions or alterations to any part of the building in which the Licensed

Space are located. Licensor may, in connection with such alterations, additions, maintenance and repair, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in and around the Licensed Space without any obligation to reduce Licensee's Base License Fee or Additional License Fees during such period or periods, and without incurring liability to Licensee for the disturbance of quiet enjoyment of the Licensed Space, or loss of use and occupation thereof. Licensor will make an effort to notify Licensee of any entry by any agents beforehand.

**VII. SECURITY DEPOSIT.** The Licensee has previously provided as additional security for Licensee's full, timely, and faithful payment of all amounts required to be paid pursuant to this License Agreement and performance of Licensee's covenants and obligations under this License Agreement an amount equal to one month's license fee. Upon expiration of license and following inspection by licensor, all or a portion of the previous security deposit may be returned to licensee depending on damages and unmet obligations under this license agreement.

**VIII. LICENSE PAYMENTS.**

- a. The Licensee shall be responsible for a "base license fee" of **\$17,424 annually** or **\$1,452 per month**, which is based on the number of square feet (1,056) of the occupied indoor space multiplied by a price of \$16.50 per square foot annually. This amount is payable in monthly installments, in advance, or before the first day of each month during the term of the License Agreement.
- b. The license fee shall be increased as of January 1, of each year by, the lesser of the annual inflation rate, or 3% of the then current rent. The annual inflation rate shall be the most recent annual inflation rate established by the Michigan State Treasurer to set taxable value; increases, as provided by Section 34 of Public Act 206 of 1893. It is the parties' intent that the annual rent increase is to reflect the formula for taxable value increases adopted by the Public Act 415 of 1994 and commonly referred to as Proposal A. If the Proposal A formula for determining taxable value increases changes such that an annual inflation rate is no longer utilized, the annual increase to the rent shall be 3% of the then current rent.
- c. Rent not paid by the 10<sup>th</sup> day of the month in which it is due shall be subject to a late fee of 5% of the rent due. In addition to the late fee, rent not paid by the 30<sup>th</sup> day of the month in which it is due shall bear interest at the rate of 1.5% per month, or the portion of a month it is paid after the 1<sup>st</sup> day of the month in which it is due.

**IX. ADDITIONAL LICENSE FEES.**

- a. In addition to the Base License Fee required to be paid above, Licensee shall pay to Licensor the following additional license fees (each individually an "Additional Licensed Fee" and collectively the "Additional Licensed Fees"):
  - i. Utilities. Licensee shall be responsible for utilities utilized for the operations of the premises. In the event that utilities for the premises are charged to the Licensor,

Licensee shall be responsible for reimbursing the City for all utility bills charged against the Premises, including but not limited to gas, electric, cable, telephone, water and sewer service. Utility payments shall be due within thirty (30) days of an invoice from the City or as provided in this Agreement.

- ii. Bathroom and Common Area Fee. Licensee shall pay to the Licensor, as an Additional License Fee, the sum of **\$50 monthly** during the months of May through September. This schedule is based on the seasonal usage by Licensee, if usage increases outside of seasonal usage (as defined as Memorial Day to Labor Day) then this schedule can be extended to include an extended timeframe.
- b. Payment. All amounts required to be paid pursuant to this License Agreement, including any and all charges, costs, and sums which Licensor may elect to pay for the account of Licensee, shall be paid and be collectible as the Base License Fee or an Additional License Fee, as applicable. Further, payment of all items shall be subject to late charges, service charges, and interest, as provided in this License Agreement.
- c. Late Charges. All payments are due and payable in advance, on or before the first day of each month during the term of this License Agreement; provided, however, that unless expressly stated otherwise in this License Agreement, all Additional License Fees shall be due and payable 15 days after the date that Licensor notifies Licensee of such Additional License Fees. Any payment of Base License Fee or Additional License Fees not made when due under the terms of this License Agreement shall incur a late payment charge of 5% of the amount due for each 30-day period (or portion thereof) during which said amount remains due and owing. Late charges shall be in addition to all other amounts due and in addition to all of Licensor's other remedies.
- d. Acknowledgment Regarding License Fees. It is expressly understood and agreed that all costs, expenses, liabilities, and obligations arising from or in connection with the use and occupancy of the Licensed Space during the initial term of this License Agreement (and any renewal term) shall, except as otherwise provided in this License Agreement, be the obligation of Licensee. It is the intention of the parties that the Base License Fee, along with all Additional License Fees, shall be paid without notice or demand, except as otherwise specified, and without set-off, counter-claim, abatement, suspension, deduction, or defense. This provision shall not constitute a waiver of any other rights that Licensor may have under this License Agreement.

## **X. INDEMNIFICATION AND INSURANCE.**

- a. Liability and Casualty Insurance. Licensor shall procure and maintain in full force and effect during the term of this License Agreement, and any extensions thereof, public liability, casualty, and property damage insurances with respect to the Depot common areas

and structure. All insurance shall be procured in amounts adequate to protect against fire and casualty losses and liability for damage claims through public use of, or arising out of, accidents occurring around the Licensed Space, and the use of the Licensed Space by Licensee, Licensee's employees, agents, and invitees of a common area. All such insurance policies shall provide coverage against liability, loss, suits, and claims for damages to any person or entity and shall provide coverage for Licensor's contingent liability upon such claims or losses.

- b. Licensee's Insurance. Licensee shall keep in full force and effect a policy of public liability and property damage insurance with respect to the Licensed Space and the business operated by Licensee, or any sub-Licensees of Licensee within the Licensed Space. Insurance provided by Licensee shall name Licensor and any person, firms, or corporations designated by Licensor, and Licensee as insured for limits of insurance in an amount not less than \$1,000,000.00 per person, \$1,000,000.00 per accident for bodily injury, and \$1,000,000.00 property damage liability. The policy of insurance shall contain a clause that the insurer will not cancel or change such insurance without first giving Licensor 30 days' prior written notice of such cancellation, and a copy of the policy or certificate of insurance shall be delivered to Licensor prior to Licensee's occupancy of the Licensed Space pursuant to this License Agreement. Insurance coverage for the contents, including fixtures, equipment, and inventory located within the Licensed Space during the term of this License Agreement shall be the sole responsibility of Licensee, and Licensor shall have no obligation to provide insurance coverage for such items.
- c. Increase in Licensor's Insurance. Should Licensor's liability or casualty insurance premiums for the coverage carried pursuant to this agreement upon the Licensed Space or Depot be increased as a result of the use of the Licensed Space by Licensee, or the nature of Licensee's business, Licensee shall pay to Licensor, upon demand, an amount equal to the increase in such premium, and any advances made for the increased premiums by Licensor shall be considered an Additional License Fee.
- d. Indemnification - General. Licensee shall, at all times, hold Licensor (including for purposes of this provision, its officers, employees, and agents) harmless from, indemnify Licensor for, and defend (with legal counsel reasonably acceptable to Licensor) Licensor against any liability, loss, costs, injury, damage, or other expense whatsoever that may arise or be claimed resulting directly or indirectly from the use, misuse, or occupancy of the Licensed Space or Depot by Licensee or any other persons claiming through or under Licensee, or their respective agents, employees, licensees, invitees, guests, or other such persons, or from the condition of the Licensed Space. Licensor shall not be liable for any injury or damage to the Licensed Space or to Licensee or any other persons claiming through, or under Licensee, or their respective agents, employees, licensees, guests, or other persons or to any property of any such persons.
- e. Noise. The Licensee shall not allow music or other amplified sound emanation from the Premises that can be heard at a distance of fifty (50) feet or more from the Premises at any time.

## **XI. COMMON AREAS.**

- a. Common Area Use. Licensee, its agents, employees, customers, and invitees, shall have a nonexclusive right to use and occupy, in common with other licensees, the common areas, parking areas, sidewalks, and other facilities serving the Depot and the Licensed Space, subject to the terms and conditions of this License Agreement and to the reasonable rules and regulations as established from time to time by Licensor. As used in this subsection, the term "common areas" shall mean the non-exclusive parking areas, roadways, decks, pedestrian sidewalks, loading and delivery areas, landscaped areas, and all other areas or improvements which may now or later be part of the Depot. Licensor may, at any time, temporarily close any common area to make repairs or changes for itself or for others and may do such other acts in and around the common areas as in Licensor's sole judgment may be desirable to improve the convenience, appearance, and use thereof. Except with Licensor's prior written consent, Licensee shall not block, obstruct, or in any manner interfere with any part of the common areas, any licensed space occupied by any other licensees, the signs of any party, or any Depot building signs, by any means whatsoever. Licensee may not, without the prior written approval of Licensor, conduct any of its business outside of the Licensed Space except as are incidental to the uses specified in this License Agreement.
- b. Maintenance of Common Areas. Licensee agrees to pick up and police the common areas of the Depot, including at least a daily policing to pick up all the debris and papers or refuse which may be lying upon or around the Licensed Space, placing the same in appropriate trash receptacles. Licensor agrees to maintain and provide services for the maintenance of all exterior illumination and signs (other than Licensee's signs), lighting, parking area, landscaping, and other items of maintenance reasonably required to keep the Depot and adjoining waterfront area in a clean, attractive, and functional operating condition, reasonable and ordinary wear and tear excepted.
- c. Basement and Attic Access. The basement and attic of the Premises should only be utilized for utility access, and are not included in this agreement for storage or other use.
- d. Exterior Pavers. At no time will Licensee or a Representative of the Licensee be allowed to drive a vehicle on the exterior pavers inside the stadium space.

## **XII. DESTRUCTION OF LICENSED SPACE.**

- a. Destruction or Damage. If the Licensed Space is destroyed or damaged by fire, explosion, the elements, or other casualties so as to render the Licensed Space unfit for occupancy (as determined by Licensor in its sole and exclusive discretion), in whole or in part, Licensor may restore the Licensed Space within a reasonable time after said damage, or may terminate this License Agreement as of such date, at Licensor's option. In either case, Licensor shall give Licensee notice within 30 days of Licensor's decision. The Base License Fee and all Additional License Fee shall abate proportionately as to the portion of the Licensed Space rendered unfit for occupancy (partial) or on a per diem basis (total destruction). If the repairs and/or reconstruction of the Licensed Space cannot be made

within four months from the date Licensor gives notice of its election, the License Agreement may be terminated at the option of either party. Notice of the intent to terminate shall be directed to the parties or their agents as specified in this License Agreement.

- b. Abatement Limitation. In no event shall the reduction or abatement of License Fee extend beyond 12 months from the date of the casualty or other loss, after which Licensee shall pay all the Base License Fee and all Additional License Fees, as applicable.

**XIII. CONDITION OF LICENSED SPACE.** By signing this License Agreement, Licensee accepts the Licensed Space and acknowledges the Licensed Space is in a good state of repair and condition. Licensee agrees to surrender the Licensed Space to Licensor at the end of the term of this License Agreement, or any extension thereof, in the same condition as when Licensee began occupying the Licensed Space, allowing for reasonable use and wear. Licensee shall remove all business signs or symbols placed upon the Licensed Space by Licensee before redelivery of the Licensed Space to Licensor, restoring the Licensed Space to the same condition prior to the placement of such signs.

**XIV. ADVERTISING AND DISPLAYS.**

- a. Overview. The Licensee shall not post any signs or install or display any form of visual advertising whatsoever without the Licensor's prior written consent. The Lessee shall remain in compliance with the City of Grand Haven Zoning Ordinance in regards to signage at all times.
- b. Outside of Licensed Space. All signs and advertising displayed on the outside of the Depot building shall be limited to those which advertise the business carried on within the Licensed Space, and shall be subject to the written approval of Licensor prior to such use. Licensor may establish rules and regulations regarding signs from time to time as may be, in Licensor's sole discretion, appropriate to maintain the appearance and general nature of the Depot.
- c. Inside Licensed Space. Licensee will not place or cause to be placed or maintained on any exterior door, wall, or window of the Licensed Space any signage, advertising matter, decorations, lettering, or other visible displays without Licensor's prior written approval. All signs, displays, or decorations located within the interior of the Licensed Space shall be in good taste so as not to detract from the general appearance of the Licensed Space and the Depot, and Licensor reserves the right to establish reasonable rules and regulations regarding same. Licensee agrees to maintain any approved sign, awning, canopy, decoration, lettering, advertising matter or display, or other thing as may be approved in good condition and repair at all times.
- d. Removal of Signs. The City, as property and building owner, reserves the right to remove all signage that the City Manager and/or their delegate(s) deem either excessive, offensive or damaging to the City's property. A fee up to \$50.00 will be assessed for each offense.

## **XV. BREACH AND REMEDIES.**

- a. Events of Default. Any one of the following will constitute an "Event of Default:"
- i. Licensee fails to timely pay any installment of the Base License Fee or the Additional License Fees, and that failure to pay is not cured within 15 days of written notice by Licensor to Licensee.
  - ii. Licensee fails to promptly and fully perform or comply with any other covenant, restriction, limitation, or provision of this License Agreement and such failure is not remedied within 30 days after Licensor's written notice. If more than 30 days is required to cure such default, then Licensee shall have a reasonable length of time to cure same, provided Licensee commences the steps necessary to cure such default within 15 days after receiving notice from Licensor, and proceeds to completion with due diligence.
  - iii. The entry by a court having proper jurisdiction over the Licensed Space of an order or decree adjudging Licensee as bankrupt or insolvent, ordering the re-organization of Licensee under the Federal Bankruptcy Code, or requiring the winding up or liquidation of Licensee's affairs, or for the appointment of a receiver, a liquidator, or trustee in bankruptcy or insolvency for Licensee or of Licensee's property, provided such order or decree remains un-discharged or un-stayed by appeal or otherwise for a period of 60 days.
  - iv. The institution by Licensee of proceedings to be adjudicated a voluntary bankrupt, or the consent by Licensee to the filing of any bankruptcy or any insolvency proceedings against Licensee, or the filing of a petition, answer, or consent seeking a reorganization under the Federal Bankruptcy Code, as amended, or under any similar act. Further, Licensee's consent to the appointment of a receiver or liquidator, or trustee in bankruptcy or insolvency, of Licensee or any portion of Licensee's property, or the admission by Licensee, in writing, of Licensee's inability to pay debts generally as they become due, or the taking of corporate action authorizing any of the foregoing steps to be taken.
  - v. If Licensee is a corporation or limited liability company, the dissolution, whether voluntary or involuntary, of Licensee's legal status or authority to do business within the State of Michigan as a corporation or limited liability company.
  - vi. There are recurring failures to timely pay installments of the Base License Fee or the Additional License Fees or recurring failures of Licensee promptly and fully perform or comply with any other covenant, restriction, limitation, or provision of this License Agreement, even if such failures are cured when notice is given.
  - vii. Licensee props open the door or leaves windows open, or allows these conditions to occur.

- b. Licensor's Remedies. If an Event of Default occurs, Licensor may, without prejudice or waiver of any and all other rights and remedies under applicable law, terminate this License Agreement immediately after allowing Licensee any opportunity to cure as expressly referenced in this agreement. Additionally, Licensee shall pay to Licensor all actual attorney's fees, court costs, and related expenses which may be incurred by Licensor as the result of Licensee's breach or default of this License Agreement, subject only to restrictions placed thereon pursuant to applicable law.
- c. Cumulative Remedies. The remedies given to Licensor in this License Agreement or by law shall be cumulative. The exercise of one right or remedy by Licensor shall not impair its right to simultaneously or subsequently exercise any other rights or remedies

**XVI. PROPERTY RIGHTS.** This License Agreement grants only a license to use the Licensed Space and does not grant or convey to Licensee any rights, title, or interest in the Licensed Space or the Depot. Licensor retains all property rights to the Licensed Space and the Depot.

**XVII. ASSIGNMENT.** This License agreement shall not be assigned, nor shall any part of the Licensed Premises be subleased by Licensee to any person (including any business entity), without the prior written consent of the Licensor. Any permitted assignment or subleasing shall not relieve the Licensee from any obligations under this Agreement, including, without limitation, the obligation to pay rent, unless the Licensor releases the Licensee in writing from any such obligations. Acceptance of rent by the Licensor from a purported assignee, transferee or sub licensee shall not constitute consent to the assignment or subleasing to such person or entity.

**XVIII. GENERAL PROVISIONS.**

- a. Rules and Regulations. Licensor may establish, from time to time, general rules and regulations for the use and occupancy of the Licensed Space and the Depot including mandatory hours of operation for Licensee. Licensee shall comply with such rules and regulations, and any further reasonable rules and regulations as Licensor may establish in the future for the necessary, proper, and orderly care and use of the Depot or the Licensed Space.
- b. Receipt of License Fee after Termination. No receipt of money by Licensor from Licensee after the termination of this License Agreement, or after the service of notice, the commencement of suit, or final judgment with regard to the Licensed Space, shall renew, reinstate, continue, or extend the term of this License Agreement or affect any such notice, demand or suit.
- c. No Waiver of Breach. No waiver by Licensor of any breach of this License Agreement by Licensee shall be implied from any omission by Licensor to take action upon such default or breach, and no expressed waiver or a specific breach or default shall affect any other default or other breach of this License Agreement by Licensee. Any waiver by



Licensor of a default or breach in the terms of this License Agreement shall apply only for the time and to the extent such waiver is in effect.

- d. Public Restrooms. The Licensee is NOT responsible for maintaining the public restrooms associated to the Premises. If the restrooms need additional services or attention outside of scheduled services, the Licensee can contact the Department of Public Works Facilities Manager or designated representative.
- e. Binding Effect. The provisions of this License Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective heirs, legal representatives, successors, and permitted assigns.
- f. Interpretation.
  - i. This License Agreement may not be amended or modified except in writing signed by both parties. This License Agreement and attached exhibits constitute the entire agreement between Licensor and Licensee concerning the Licensed Space and Depot. There are no other covenants, promises, agreements, conditions, or understandings whatsoever, either oral or written. In particular, Licensor shall have no liability for any promises, obligations or liability of any prior lessor, sub licensor, or operator of the Depot including, without limitation: (i) any offsets or defenses Licensee may have against such parties; (ii) Licensee's payment of any License Fee, Additional License Fee, or other amount to such parties; (iii) any construction warranties or other warranties given by such parties; (iv) construction of any improvements to the Licensed Space promised by such parties; and (v) any restrictive or exclusive covenants regarding use of the Licensed Space or the Depot made by such parties.
  - ii. The captions are for convenience only and shall not affect the interpretation of this License Agreement, but the recitals and exhibits are integral parts of this License Agreement.
  - iii. Whenever used in this License Agreement, "Licensor" and "Licensee" shall be deemed to include the officers, employees, heirs, personal representatives, successors, and permitted assigns of the parties unless the context clearly requires a different interpretation.
  - iv. Whenever applicable, the gender and plurality of any pronouns used to describe the parties to this License Agreement shall be deemed to include all appropriate genders and pluralities.
- g. Notices. Any notice, demand, request, or other instrument given pursuant to this License Agreement shall be in writing and delivered in person, by commercial service such as FedEx, UPS, or other similar service, or sent by certified United States mail, return receipt requested with postage pre-paid, and shall be addressed to each party at the

respective addresses shown next to the signatures on this License Agreement, or to such other address or person as may be designated from time to time by the parties.

- h. Applicable Law; Jurisdiction; Venue; Jury Waiver. This License Agreement was made in Ottawa County, Michigan, and shall be construed in accordance with the laws of Michigan. Licensee agrees to comply with the laws, ordinances, rules, or regulations now in effect or that may be imposed or enacted subsequently by any governmental unit, agency, or department respecting the use or occupancy of the Licensed Space or the conduct of Licensee's business in the Licensed Space. The parties and all their respective officers, shareholders, directors and guarantors submit to the personal and subject matter jurisdiction of the state courts in Ottawa County, Michigan. The jurisdiction and venue for any action brought pursuant to or to enforce any provision of this License Agreement shall be exclusively in the state courts in Ottawa County, Michigan. By signing this License Agreement, the parties waive their right to a trial by jury in any proceedings commenced pursuant to or to enforce any provision of this License Agreement.
- i. Partial Invalidity. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this License Agreement shall be unaffected and remain in full effect.
- j. Licensor's Right to Show Licensed Space. Licensor reserves the right to show the Licensed Space to prospective Licensees, brokers, or others during the term of this License Agreement at all reasonable times, provided that Licensee's use and occupancy of the Licensed Space is not materially inconvenienced.
- k. Hard Ice Cream Exclusive. Licensor agrees to not license any property in the Depot building or on the grounds immediately surrounding the building to anyone selling hard ice cream in any form during the term of this license.

**XIX. POINT OF CONTACT.** The Licensees primary point of contact for all landlord related items will be the Grand Haven Assistant City Manager.

The parties have caused this Agreement to be executed as of the date first above written.

CITY OF GRAND HAVEN

TEMPTATIONS OF GRAND HAVEN, INC

By: \_\_\_\_\_  
Robert Monetza, Mayor

By: \_\_\_\_\_  
Diane Murray, President

By: \_\_\_\_\_  
Maria Boersma, Clerk

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



**TO:** Mayor, and City Council

**FROM:** Ashley Latsch, City Manager

**DATE:** November 26, 2024

**SUBJECT:** Highland Park Retaining Wall Request

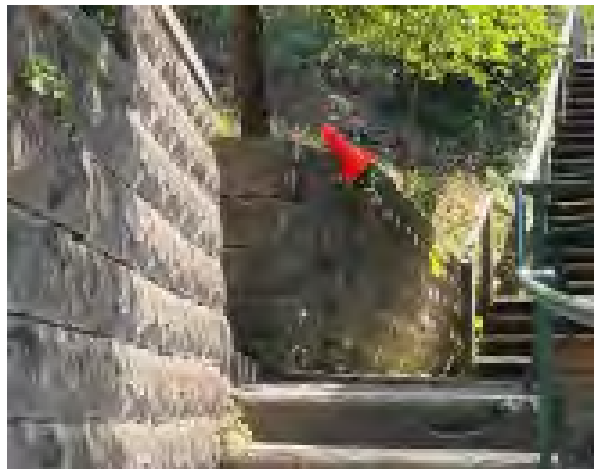
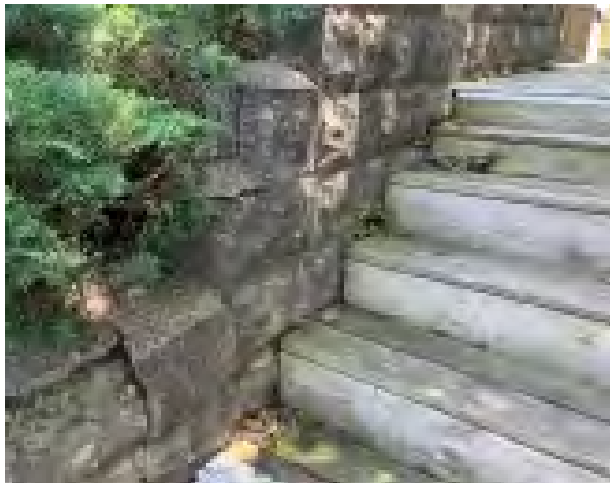
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Susan Smith, neighbor of Marietta Bigelow (who was previously approved for retaining wall assistance), has come forward with a request to partner with the City for a 1/3 cost sharing arrangement for her retaining wall at 63 Poplar Ridge. The anticipated project total would be about \$50k.

This retaining wall holds back a sand dune that borders a pedestrian walkway. This walkway provides direct access to cottage owners to the south. LandTechwmi LLC (Holland MI) informed the home owner that this retaining wall was failing and required prompt replacement. If it were to collapse, navigation for pedestrians, including cottage owners, would be impeded. The wall borders Marietta Bigelow's property at 67 Poplar Ridge. The entire wall needed to be replaced to ensure its integrity. Because of the urgency of the work, and that any City contribution would be provided on a reimbursement basis regardless, the work has since been completed.

I originally denied the request on a strictly budgetary basis; as this was not included in our budget process for this fiscal year. Additionally, we are still awaiting the bill for the portion of the wall we approved last year at 67 Poplar Ridge. As we look to standardize a response to these requests, and/or budget appropriately, it was my ultimate recommendation that the request was denied.

Susan has requested to appeal my decision, and therefore I'm sharing the request with you for your consideration.



LandTechWMI  
 4508 128th Ave  
 Holland, MI 49424  
 (616) 928-0786  
 Cyndy@landtechwmi.com  
 www.landtechwmi.com

# Estimate



ADDRESS
547 Slayton Ave Grand Haven, MI USA

SHIP TO
David Swain 63 Poplar Ridge Highland Park Assoc Grand Haven, MI 49417 USA

ESTIMATE #	DATE
1040-3	01/24/2024

**SALES REP**  
Curt Hall

**PROJECT NAME**  
REVISED SMITH/SWAIN RETAINING W

QTY	DESCRIPTION	RATE	AMOUNT
1	Site evaluation, Evaluation, measurements, photos, design layout, material list PLUS Pro-rated Soil Boring and Geo-Technical report by soils and Structures	1,170.00	1,170.00
1	Design, Engineering, CAD drawings, regulation research, permit application assistance etc. - ALLOWANCE	3,000.00	3,000.00
1	EGLE permit application and completion fees: CDA, Deck Permit - ALLOWANCE	1,500.00	1,500.00
1	SESC Permit application and completion fees: County or Township - IF NEEDED	500.00	500.00
1	Zoning review and application completion fees: City or Township Allowances	2,500.00	2,500.00
			<u>Subtotal: 8,670.00</u>
1	UPPER AND LOWER RETAINING WALL REPLACEMENT - Mobilization/Demobilization of crews, equipment, vehicles and materials	2,350.00	2,350.00
1	Removal of Association steps, walls and temporary fill for construction - PRO-RATED W/ BIGELOW	2,320.00	2,320.00
1	Construct 18 LF Upper soldier pier / sleeper wood wall from south property line to level concrete walk to cottage: galvanized large flange I Beam soldier piles, Galvanized Manta Ray tie backs, as needed, Marine grade 2" x 6" pressure treated tongue & groove sleeper wood timbers - timbers are Special Order	22,090.00	22,090.00
1	Construct 21 LF lower soldier pier / sleeper wood wall from level concrete walk to cottage to south end of street level concrete/stucco wall: galvanized large flange I Beam soldier piles, Galvanized Manta Ray tie backs, as needed, Marine grade 2" x 6" pressure treated tongue & groove sleeper wood timbers - timbers are Special Order	12,650.00	12,650.00
1	Step/walkway cleanup re-set and site restoration, cleanup, disposal of demo'd old concrete block wall - PRO-RATED WITH BIGELOW	2,200.00	2,200.00
	QUOTE EXPIRES IN 45 DAYS FROM ABOVE DATE		0.00

Terms & Conditions:

TOTAL

\$50,280.00

Full payment is due with a signed contract for all Permits and Drawings. This locks in the pricing for 60 days. After permits are issued, a 50% deposit of the contract price is due prior to the construction phase.

Projects greater than 30 days in duration are invoiced on progress draws of 25% at 50% completion and the remaining 25% upon receipt of project completion.

All overdue accounts 30 days past due are subject to 18% A.P.R finance charges and accounts 90 days past due are subject to all collection and recovery costs.

A credit card processing fee of 3.5% will be added to your invoice.

This proposal is valid for 45 days from date of LandTech signature.

Accepted By

Accepted Date

1/24/24 REVISION W/ BOTH WALLS UPPER/LOWER  
 AND REVISED PROPOSED GALVANIZED SOLID  
 AND MAXIMUM GRADE SLEEPERS  
 50,280.00 PROPOSAL W/ PERMITS  
 - 8,670.80 LESS PERMIT/FEE/MISC  
 \$ 41,610 CONSTRUCTION PHASE W/ PRO-RATED  
 \* 4,287.89 PRO-RATED AMOUNT APPLIED  
 AS INITIAL DEPOSIT  
 37,322.11 REMAINING AMOUNT TO BE  
 BILLED AS PROJECT PROGRESSES  
 \$16,517.11 REMAINING AMOUNT TO BE BILLED  
 OF THE 50% DEPOSIT

\* SEE ATTACHED INITIAL DEPOSIT RECONCILIATION PAGE 3

LandTechWMI  
 2450 Van Ommen Dr  
 Holland, MI 49424  
 (616) 928-0786  
 Mike@landtechwmi.com  
 www.landtechwmi.com

# Estimate



ADDRESS  
 547 Slayton Ave  
 Grand Haven, MI USA

SHIP TO  
 David Swain  
 63 Poplar Ridge  
 Highland Park Assoc  
 Grand Haven, MI 49417 USA

ESTIMATE #  
 1040

DATE  
 07/12/2023

SALES REP  
 Curt Hall

QTY	DESCRIPTION	RATE	AMOUNT
1	Site evaluation, Evaluation, measurements, photos, design layout, material list	150.00	150.00
	Design, Engineering, CAD drawings, regulation research, permit application assistance etc. - ALLOWANCE		3,000.00
1	EGLE permit application and completion fees: CDA, Deck Permit - ALLOWANCE	1,500.00	1,500.00
1	SESC Permit application and completion fees: County or Township - IF NEEDED	500.00	500.00
1	Zoning review and application completion fees: City or Township	2,500.00	2,500.00
1	Engineering, CAD drawings, application assistance - Building Permit: Drawings, Code compliance, etc. - ALLOWANCE	2,500.00	2,500.00
			Subtotal: 10,150.00
	UPPER AND LOWER RETAINING WALL REPLACEMENT - Mobilization/Demobilization of crews, equipment, vehicles and materials	2,350.00	2,350.00
	Removal of Association steps, walls and temporary fill for construction - PRO-RATED W/ BIGELOW		2,320.00
	Construct Cast In Place concrete footer, wall, with helical tie backs, re-bar reinforcement, peastone backfill and sand blast surface finish		29,400.00
1	Re-place wood timber section of wall with same construction as old concrete block wall	3,412.00	3,412.00
	Step/walkway cleanup re-set and site restoration, cleanup, disposal of demo'd old concrete block wall - PRO-RATED WITH BIGELOW		2,200.00
	UPPER RETAINING WALL REPLACEMENT SUB TOTAL - \$22,090		
	LOWER RETAINING WALL REPLACEMENT SUB TOTAL - \$12,650 WITH EXTRA ENG & M/DM		
	QUOTE EXPIRES IN 45 DAYS FROM ABOVE DATE		

Terms & Conditions:

TOTAL

\$49,832.00

Full payment is due with a signed contract for all Permits and Drawings. This locks in the pricing for 60 days. After permits are issued, a 50% deposit of the contract price is due prior to the construction phase.

Projects greater than 30 days in duration are invoiced on progress draws of 25% at 50% completion and the remaining 25% upon receipt of project completion.

All overdue accounts 30 days past due are subject to 18% A.P.R finance charges and accounts 90 days past due are subject to all collection and recovery costs.

A credit card processing fee of 3.5% will be added to your invoice.

This proposal is valid for 45 days from date of LandTech signature.

Accepted By

Accepted Date

ADJUSTED PROPOSAL W/ LOWER WALL  
REPLACEMENT

# 49,832.00

AMOUNT INVOICED TO DATE FOR PERMIT  
FEES, ENGINEERING AND 10% DEPOSIT

# 11,600.20

BALANCE OF PROJECT PROPOSAL

# 38,231.80

NOTE: \$16,000 WILL BE INVOICED FOR BALANCE OF  
40% DEPOSIT AND ADDITIONAL ENGINEERING  
JUST PRIOR TO STARTING PROJECT.

THANK YOU!

CURT

24 TO

RECORDED

97 NOV 19 PM 12: 59



REGISTER OF DEEDS  
OTTAWA COUNTY, MI

**REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (this "Agreement") is made as of August 26, 1997 between the City of Grand Haven, a Michigan municipal corporation, the business address of which is 519 Washington Street, Grand Haven, Michigan 49417-1486, Attn: City Manager (the "City") as the seller, and the Highland Park Association, a Michigan non-profit corporation, the principal business address of which is P.O. Box 447, Grand Haven, Michigan 49417 (the "Association").

**RECITALS**

A. The City desires to sell to the Association and the Association desires to purchase from the City, upon the terms and conditions in this Agreement, certain parcels of real estate, located in the Highland Park area of the City of Grand Haven, Ottawa County, Michigan, and more fully described on the attached Exhibit A which is incorporated by reference (the "Premises").

B. All of the parcels comprising the Premises have been used by the Association's members for parking and for the location of three structures which are indicated on the drawing(s) attached as Exhibit B and incorporated by reference.

C. Some of the parcels comprising the Premises are portions of City parks (the "Park Parcels") or City rights-of-way (the "Right-of-way Parcels") (provided, however, despite any past use, the City will not convey any right-of-way or allow its use in a manner which reduces its overall width to less than twenty (20) feet) and they are so designated on Exhibit A.

D. This Agreement resolves ongoing differences between the parties regarding parking and other issues and is intended to create a future relationship not necessarily dependent upon existing rights, duties or obligations.

E. Accordingly, the terms of this Agreement shall not be construed as admissions against interest or as admissions of value or liability.

F. The parties enter into this Agreement with full knowledge of their rights



and of their own free wills and judgment and without any undue influence, duress or coercion.

### AGREEMENT

In exchange for the consideration in and referred to by this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Sale.** For the consideration set forth in this Agreement, the City agrees to sell to the Association and the Association agrees to purchase from the City the Premises on the terms and conditions set forth in this Agreement, together with all structures, bucklings and improvements thereon including all rights, privileges, easements and appurtenances thereto, except as otherwise provided in this Agreement or in the deed to be provided in the form attached as Exhibit C hereto, all of which shall be subject to the approval of the Association's Membership.

2. **Consideration.** The consideration to be paid for the Premises shall be One Hundred Thousand Dollars (\$100,000.00), which consideration shall be payable in full at closing. The Association has paid to the City the sum of Five Thousand Dollars (\$5,000.00), evidencing the Association's good faith, to be held in escrow and to apply to the purchase price. If this transaction is not consummated, the deposit shall be applied as provided in this Agreement.

3. **Title.**

(a) **No Title Insurance Provided by City.** The City shall not provide title insurance, an abstract or other assurance of title to the Association. If the Association wishes to obtain such assurance of title, it may do so at its sole expense.

(b) **Quit Claim Deed.** Title will be conveyed by the City to the Association by a quit-claim deed, in substantially the form attached as Exhibit C which is incorporated by reference. This Agreement and the conveyance made pursuant to this Agreement shall be subject to the terms and conditions stated in the attached Exhibit C.

4. **Survey.** The parties acknowledge that an extensive survey will be needed to prepare and verify the legal descriptions for the parcels comprising the Premises. The Association shall pay the cost of obtaining that survey, which shall be certified to both the City and the Association.

5. **Property Taxes.** All real estate taxes, special assessments (if any) and

personal property taxes which are due and payable or a lien or both as of the date of this Agreement shall be paid by the Association WITHOUT PRORATION. The City represents that, according to information available to it, no such taxes or easements are outstanding, due or owing.

6. Environmental Conditions. The City represents to the Association that the City has not disposed of any hazardous or toxic materials or substances on, in or at the Premises and that the City is unaware of the presence of any hazardous or toxic materials or substances on the Premises. The City makes no guaranty or warranty as to the environmental condition of the Premises and shall have no duty or obligation to the Association relating to the environmental condition of the Premises. The Association may, at the Association's sole expense, prior to closing, conduct tests and analysis of the soils and groundwater provided the Premises is restored to the condition it was in prior to such testing. By closing upon the purchase, the Association shall waive, release and hold the City harmless from and for any costs, damages, fines or other amounts the Association may incur because of the presence of any hazardous or toxic substance or material on, in, under or over the Premises, except to the extent the City released hazardous or toxic materials or substances on or in the Premises.

7. Possession. The City shall tender possession of the Premises to the Association at Closing.

8. Closing. The Closing shall be held at the Grand Haven City Hall, 519 Washington Street, Grand Haven, Michigan within thirty (30) days after all conditions provided in this Agreement have been satisfied, but no later than December 1, 1997. At the closing, the City will provide to the Association an executed deed in the form attached as Exhibit C to this Agreement and certified copies of the resolutions related to and approving the actions of the City and its boards and commissions to consummate this transaction. At the closing, the Association will provide the City a check for the balance of the consideration and other amounts to be paid to the City by the Association pursuant to this Agreement and certified copies of the resolutions of the Association and its Board which are reasonably required to consummate this transaction. The parties will also execute copies of a closing statement which has been drafted or approved by their respective attorneys.

9. Access. From the date of this Agreement until the close of this transaction between the parties or the termination of this Agreement, the Association and its employees, agents or contractors shall have the right to go upon the Premises for the purpose of making surveys, soil tests, engineering surveys or any other investigations or inspections necessary for the protection of the Association.

10. Brokers. The City and the Association represent and warrant to each other that neither of them, nor representatives of either of them, has incurred any liability for any broker's, finder's or similar fees in connection with this Agreement and the transactions contemplated by this Agreement.

11. Transfer Taxes, Recording Fees and Other Costs. The Association shall pay all closing, transfer, conveyance or stamp taxes and recording fees incurred in connection with this transaction. The Association shall also pay the legal fees incurred by the City after November 12, 1996 to prepare this Agreement, to prepare for closing, to close this transaction or to take any other actions reasonably needed to convey the Premises or which are permitted or required under this Agreement, at a billing rate \$110 per hour, not to exceed a total of \$5,000 without the Association's prior written consent.

12. Survival of Covenants, Representations and Warranties. Any and all covenants, representations, warranties and agreements made by the City and the Association in this Agreement or in any instrument to be furnished pursuant to this Agreement shall be true through and shall survive the Closing.

13. Breach; Non-Performance.

(a) Association Default. If the Association fails to fully and timely perform any of its obligations under this Agreement or fails to consummate the purchase of the Premises as required by this Agreement, the City shall have the right to specific performance of this Agreement or, at the City's sole option, the City may retain the deposit made pursuant to section 2 above as reasonable liquidated damages and seek such other relief as may be provided by law and equity, including specific performance of this Agreement.

(b) City Default. If the City fails to fully and timely perform any of its obligations under this Agreement or fails to consummate the sale of the Premises as required by this Agreement, the Association shall have the right to specific performance of this Agreement or, at the Association's sole option, the Association is entitled to the return of the deposit made pursuant to section 2.

(c) Costs. The prevailing party in any dispute or action brought pursuant to or to enforce any provision of this Agreement, shall, in addition to any other amounts, remedies or relief be entitled to recover from the other party its actual costs incurred to bring, maintain or defend such action; including, but not limited to, reasonable attorneys' fees, from its first accrual or notice thereof through any and all appellate and collection proceedings.

14. **Assignment.** Neither party may assign its interests in or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party.

15. **Time of the Essence.** Time is of the essence of this Agreement and, therefore, all dates and terms shall be strictly adhered to unless waived in writing by either party.

16. **Eminent Domain.** The City shall notify the Association, within two (2) weeks, if the Premises, or any portion of the Premises, shall be taken or threatened to be taken through the exercise of the power of eminent domain. If such action occurs, the City and the Association each reserve the right to individually or jointly challenge any exercise of the power of eminent domain by any entity, including, without limitation, the necessity of the taking and the estimated amount of just compensation.

The proceeds awarded in any condemnation proceeding shall be distributed according to the interests of the parties as determined by the court. Nothing in this Agreement shall be construed to limit or otherwise affect the rights of either the City or the Association in any such condemnation proceeding.

17. **Special Conditions and Terms.**

(a) **Needed City Action.** The parties acknowledge and agree that the following actions must be taken prior to the conveyance of the Premises pursuant to this Agreement. If, due to public comment, the lack of necessary consent by a body of jurisdiction or other reason, these steps do not occur, the City may, at its option terminate this Agreement and return the earnest money to the Association.

(1) The City's Master Plan must be amended so the Park Parcels are no longer designated as Parkland.

(2) The portions of City Right-of-way Parcels must be vacated. If the City does not own the adjoining property, the cooperation of the adjoining owner (including, for example, the temporary conveyance of a small strip of property to the City) will be needed prior to the City's vacating the Right-of-way Parcels. The Association shall work diligently with the City to obtain the needed strips of property from the owners of this abutting property. If the City is unable to obtain those strips of property, the City may determine not to vacate various portions of the right-of-way or may vacate that right-of-way leaving it to the Association to work directly with the owner of the abutting property.

(3) These actions will require public hearings and the consideration of

and action by the City Council, the City's Parks and Recreation Board and the City's Planning Commission.

(b) Timing. The City shall proceed to complete such actions as soon as practicable after the Association's approval of this Agreement at its 1997 annual membership meeting.

(c) Cooperation. The Association shall cooperate with the City to complete the action referred to in subparagraph 17(a) above. Such cooperation shall include attendance, upon the City's request, of Association representatives at meetings and may include, upon the City's request, efforts by the Association to seek cooperation from its members in assisting the City to complete such actions.

(d) Waiver of Notice. In order to consummate this transaction and otherwise fulfill their obligations under this Agreement, the parties hereby waive any notices either of them may be entitled to under any previous agreements, court orders or other documents.

(e) Consideration of Some Members. The Association acknowledges that certain owners of parcels in the Highland Park area own parcels in the Highland Park area upon which parking is available. The Association's Board shall submit to the Association's membership at the same meeting at which this Agreement is presented to the membership for approval, a motion not to assess such parcels for any amounts the Association must pay pursuant to paragraphs 2, 4 and 11 of this Agreement. The City acknowledges and agrees that the Association's Board cannot guarantee the outcome of any vote of the membership and that this Agreement does not obligate the members of the Association's Board to do anything except to present that motion. If the motion fails, the Association will make at least one Association parking space available to the owners of such parcels as close to those parcels as is reasonably possible.

18. Reservation of Rights. If this Agreement is terminated by either party as provided herein, neither this Agreement nor any of the discussions, negotiations or communications related to this Agreement, or its drafting, revision or (dis)approval shall in any way affect any claims, interests, rights, duties or obligations of either the City or the Association, nor shall they affect the availability to either the City or the Association of any legal or equitable means of enforcing or securing such.

19. Association's Conditions Precedent. The Association requires the following conditions to be met prior to consummation of this transaction:

(a) Bylaws Amendment. A resolution approved by the Association's members pursuant to its Bylaws and Articles of Incorporation at its 1997 annual membership meeting, amending the Bylaws to permit special assessments to pay for the purchase of the Premises including costs and attorney fees to be incurred by the Association pursuant to this Agreement.

(b) Special Assessment Approval. A resolution approved by the Association's members pursuant to its Bylaws and Articles of Incorporation at its 1997 annual membership meeting authorizing and directing assessment of its members, and/or other methods of financing to pay for the purchase of the Premises, as well as the other costs to be incurred by the Association pursuant to this Agreement.

(c) Approval of Transaction. A resolution approved by the Association's membership pursuant to its Bylaws and Articles of Incorporation at its 1997 annual membership meeting, authorizing and directing the Board of Directors or its designee(s) to consummate the purchase of the Premises as provided by this Agreement.

(d) Inspections. A resolution approved by the Association pursuant to its Bylaws at the 1997 annual meeting, ratifying any inspections of the Premises, which may be conducted by the Association, including, but not limited to, performing soil and ground water tests, drilling of test holes, drainage tests, environmental reviews and surveys, topographical analysis, engineering analysis and architectural analysis, provided, however, the Association shall be solely liable and responsible for the costs relating to the same. The Association shall take all reasonable care in the conduct of such inspections, surveys, and tests. The City shall permit the Association access to the Premises to make such tests and inspections. Provided, however, the Association shall not drill, bore or otherwise penetrate or alter any paved surface and all tests shall be conducted only after plans therefore have been presented to and approved by the City's Public Services Director.

(e) Survey Receipt. The Association's receipt of a survey of the Premises certified to the City and the Association which is reasonably satisfactory to the Association.

(f) Title Commitment. The Association's receipt of a title commitment identifying conditions to the title of the Premises which shows the City can convey marketable title (as indicated in Exhibit C) appropriate for the Association's uses of the Premises as provided hereunder.

(g) City Actions. The Association receipt and approval of appropriate resolutions and other actions of the City to enable the City to legally convey the Premises including, without limitation, amendment of the City's Master Plan so none of the Premises is shown thereon as Parkland, vacation of right-of-way within the Premises to be conveyed. The City shall also repair the catch basin on Beechwood Lane, the cost of which repair shall be equally split by the parties. The City shall initiate those necessary actions within seven (7) days after the Association provides written notice that the resolutions identified in paragraphs (a)-(d), have been approved. The City shall proceed thereafter at a reasonable pace so as to complete such efforts within 180 days thereafter.

(h) Others. Such other resolutions of the Association which may be required by its Bylaws and Articles of Incorporation.

If one or any of the foregoing conditions have not been satisfied or otherwise have not been waived in writing by the Association, the Association, upon written notice to the City, may terminate the Purchase Agreement. Whereupon the Association's deposit shall be returned to the Association.

20. Utilities, Retaining Walls and Use of Rights-of-Way. With respect to some remaining issues, the parties agree as follows:

(a) Street Lights. The Association, at the Association's expense, may install street lights in locations on the City's rights-of-way in the Highland Park area as are first approved in writing by the City. Once installed, the City shall, at its expense, own, operate, repair and maintain such street lights and pay all costs for electric utility services needed to operate them.

(b) Catch Basins. All catch basins located within the Premises shall be operated, repaired and maintained at the Association's sole expense. The Association may not alter such catch basins or the drainage courses into them to prevent the drainage from any reserve area, right-of-way or other City property into such catch basin.

(c) Parking. Nothing in this Agreement shall alter the City's rights to control the use of its remaining rights-of-way within the Highland Park area, including, without limitation, the rights of the City to prohibit, permit or limit parking thereon. Nothing in this Agreement shall affect any rights of the Association or any property owner with respect to use of the remaining rights-of-way for parking.

(d) Retaining Walls. The City shall maintain and repair the retaining walls

depicted on the drawing attached as Exhibit B to and hereby incorporated in this Agreement by reference; but the City intends and the Association acknowledges the City's intent to specially assess the parcels benefitting from such maintenance and repair.

21. Miscellaneous.

(a) Notices. All notices permitted or required under this Agreement shall be in writing and either by mail or personal delivery. If by mail, notice shall be deposited in the United States mails, postage prepaid, registered or certified mail, return receipt requested, and addressed to the party to whom notice is directed. If by personal delivery, notice shall be personally delivered to the party to whom notice is directed. Notice shall be deemed effective on the date postmarked if by mail, or on the date of delivery, if personally delivered.

(b) Waiver. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

(c) Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of Michigan and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Michigan. To the extent not prohibited by law, the parties agree that the sole jurisdiction and venue for any action brought pursuant to or to enforce this Agreement shall be in the state courts in Ottawa County, Michigan. This consent to venue shall not affect the rights and remedies of either of the parties except as provided in this Agreement.

(d) Interpretation. The headings to the various paragraphs in this Agreement are for convenient reference only and shall not affect the meaning or interpretation of this Agreement. The recitals, however, are intended to be an integral part of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. This constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior discussions, negotiations and agreements between the parties are merged in this Agreement. Provided, however, this Agreement shall not modify, except as specifically stated herein, the Agreement between the parties dated June 28, 1952. It may be modified only in a writing executed by all parties. The parties have each had input into the wording of this



Agreement and have each had attorneys review it. Therefore, this Agreement shall be construed as if it were mutually drafted.


(e) Acknowledgment. By signing this Agreement, the parties acknowledge that they have read this document, they know its contents and they are voluntarily signing it.

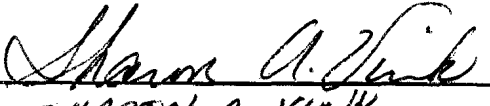
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

WITNESSES:

CITY OF GRAND HAVEN

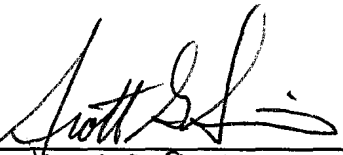
  
\* Scott G. Smith

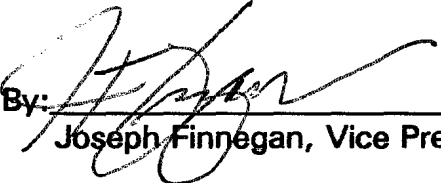
By:   
Gail Ringelberg, Mayor

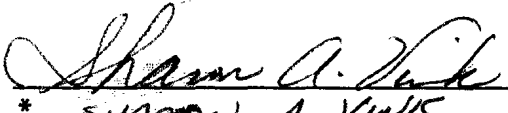
  
\* SHARON A. VINK

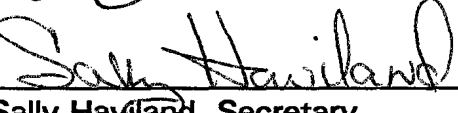
By:   
Sandra Huff, City Clerk

HIGHLAND PARK ASSOCIATION

  
\* Scott G. Smith

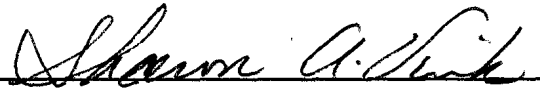
By:   
Joseph Finnegan, Vice President

  
\* SHARON A. VINK

By:   
Sally Haviland, Secretary

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OTTAWA    )

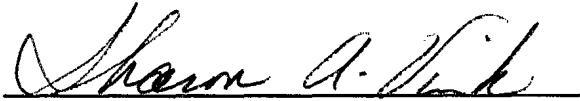
On this 18th day of November, 1997, before me a Notary Public, personally appeared Gail Ringelberg, and Sandra Huff, the Mayor and City Clerk, respectively, of the City of Grand Haven, a Michigan municipal corporation, who executed this document on behalf of the City.

  
\*  
Notary Public, Ottawa County, MI  
My Commission Expires: \_\_\_\_\_

SHARON A. VINK  
Notary Public, Ottawa County, MI  
My commission expires Feb. 6, 1998

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OTTAWA )

On this 17th day of November 1997, before me a Notary Public, personally appeared Joseph Finnegan and Sally Haviland, the Vice-President and Secretary respectively of the Highland Park Association, a Michigan non-profit corporation, who executed this document on behalf of that corporation.



\*  
Notary Public, Ottawa County, MI  
My Commission Expires: \_\_\_\_\_

SHARON A. VINK  
Notary Public, Ottawa County, MI  
My commission expires Feb. 6, 1998

**DRAFTED BY:**

Scott G. Smith, Esq.  
LAW, WEATHERS & RICHARDSON, P.C.  
333 Bridge Street, N.W., Suite 800  
Grand Rapids, MI 49504  
(616) 459-1171

H:\SGS\GHHIGHPK.1

**EXHIBIT A****LEGAL DESCRIPTION OF PREMISES****SUBJECT TO SURVEY VERIFICATION****GENERAL PARCELS**

**Parcel C:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of Lots 74, 75, 76, and 77 of said Highland Park Addition described as beginning at the Northwest corner of said Lot 74; thence along a curve to the left having a radius of 145.69 feet, an arc length of 20.32 feet and whose long chord bears North 68 degrees 43 minutes 26 seconds East 20.30 feet; thence along a curve to the right having a radius of 225.82 feet, an arc length of 57.00 feet and whose long chord bears North 71 degrees 57 minutes 37 seconds East 56.85 feet; thence South 86 degrees 39 minutes 18 seconds East 56.03 feet; thence South 70 degrees 56 minutes 43 seconds East 31.08 feet; thence South 41 degrees 46 minutes 49 seconds East 130.71 feet to the Southeast corner of said Lot 77; thence South 89 degrees 12 minutes 16 seconds West 187.58 feet to the Southwest corner of said Lot 75; thence North 07 degrees 36 minutes 39 seconds East 24.80 feet; thence North 84 degrees 38 minutes 59 seconds West 60.62 feet; thence North 00 degrees 43 minutes 06 seconds West 58.29 feet to the point of beginning.

**Parcel I:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of Lot 123 of said Highland Park Addition described as beginning at the Southwest corner of said Lot 123; thence North 18 degrees 32 minutes 57 seconds West along the West line of said Lot 123, 71.50 feet; thence North 62 degrees 29 minutes 19 seconds East 162.31 feet to the East line of said Lot 123; thence South 12 degrees 12 minutes 57 seconds East 65.00 feet to the Southeast corner of said Lot 123; thence South 59 degrees 35 minutes 03 seconds West 156.50 feet to the point of beginning.

**Parcel N:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as Lot 88 of said Highland Park Addition.

**Parcel O:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of reserve No. 4, Poplar Ridge Trail and Beechwood Lane, described as beginning at a point on the Southeast corner of Lot 97

of said Highland Park Addition; thence North 10 degrees 28 minutes 11 seconds West along the East line of Lots 96 and 97 of said Highland Park Addition, 96.00 feet; thence North 22 degrees 42 minutes 52 seconds West 7.40 feet; thence North 00 degrees 42 minutes 32 seconds East 31.77 feet; thence South 88 degrees 52 minutes 03 seconds East along the South line of Lots 83 and 84 of said Highland Park Addition, 94.25 feet; thence South 17 degrees 31 minutes 20 seconds East 95.89 feet; thence South 61 degrees 11 minutes 01 seconds West 61.58 feet; thence North 89 degrees 00 minutes 52 seconds West 41.05 feet; thence South 83 degrees 15 minutes 03 seconds West 7.54 feet to the point of beginning.

### **PARK PARCELS**

**Parcel E:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at the Southwest corner of Lot 24 of said Highland Park Addition; thence North 79 degrees 43 minutes 47 seconds East along the South line of said Lot 24, 21.23 feet thence along a curve to the right having a radius of 138.10 feet, an arc length of 49.72 feet and whose long chord bears South 18 degrees 05 minutes 56 seconds West 49.45 feet; thence North 61 degrees 35 minutes 16 seconds West 20.00 feet; thence along a curve to the left, having a radius of 118.10 feet, an arc length of 35.93 feet and whose long chord bears North 19 degrees 41 minutes 45 seconds East 35.79 feet to the point of beginning.

**Parcel J:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of reserve No. 3 and Glendale Drive, described as beginning at the Northeast corner of Lot 51 of said Highland Park Addition; thence South 09 degrees 24 minutes 08 seconds West along the Easterly line of Lots 51 and 71 of said Highland Park Addition, 112.38 feet; thence North 78 degrees 57 minutes 58 seconds East 73.13 feet; thence North 07 degrees 56 minutes 53 seconds East 130.92 feet; thence South 65 degrees 22 minutes 23 seconds West 78.68 feet to the point of beginning.

**Parcel K-1:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of reserve No. 3, described as beginning at the Southwest corner of Lot 47 of said Highland Park Addition; thence South 84 degrees 26 minutes 17 seconds East along the South line of said Lot 47, 11.49 feet; thence along a curve to the left, having a radius of 95.00 feet, an arc length of 65.52 feet and whose long chord bears South 17 degrees 38 minutes 58 seconds East 64.23 feet; thence along a curve to the right having a radius of 20.00 feet, an arc length of

28.23 feet and whose long chord bears South 03 degrees 01 minutes 21 seconds West 25.94 feet; thence South 43 degrees 27 minutes 14 seconds West 39.40 feet; thence South 65 degrees 22 minutes 23 seconds West 13.27 feet to the Southeast corner of Lot 45 of said Highland Park Addition; thence North 04 degrees 29 minutes 43 seconds East 122.74 feet to the point of beginning.

Parcel K-2: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of reserve No. 3 of said Highland Park Addition, described as beginning at a point which is South 84 degrees 26 minutes 17 seconds East along the South line of Lot 47 of said Highland Park Addition, 31.53 feet and South 17 degrees 38 minutes 58 seconds East 64.23 feet from the Southwest corner of said Lot 47; thence South 65 degrees 43 minutes 41 seconds East 42.71 feet; thence South 31 degrees 30 minutes 54 seconds East 23.88; thence South 32 degrees 18 minutes 54 seconds West 16.60 feet; thence North 73 degrees 27 minutes 53 seconds West 30.85 feet; thence along a curve to the left, having a radius of 40.00 feet, an arc length of 35.99 feet and whose long chord bears North 11 degrees 37 minutes 48 seconds West 34.79 feet; thence along a curve to the right, having a radius of 75.00 feet, an arc length of 10.87 feet and whose long chord bears North 33 degrees 15 minutes 18 seconds West 10.86 feet to the point of beginning.

Parcel L: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of the Playgrounds of said Highland Park Addition described as beginning at the Southwest corner of Lot 69 of said Highland Park Addition; thence South 80 degrees 05 minutes 06 seconds East along the South line of said Lot 69, 36.65 feet; thence South 27 degrees 20 minutes 39 seconds East 48.23 feet; thence South 81 degrees 16 minutes 49 seconds West 19.83 feet; thence along the Easterly line of Beechwood Lane on a curve to the left, having a radius of 298.59 feet, an arc length of 63.25 feet and whose long chord bears North 36 degrees 21 minutes 18 seconds West 63.13 feet; thence North 43 degrees 07 minutes 42 seconds West 1.80 feet to the point of beginning.

Parcel M: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of the Playground of said Highland Park Addition, described as beginning at a point in the East line of Beechwood Lane which is North 13 degrees 54 minutes 40 seconds East 24.00 feet and North 12 degrees 11 minutes 52 seconds East 18.63 feet from the Northwest corner of Lot 84 of said Highland Park Addition, thence along the East line of Beechwood Lane on a curve to the left, having a radius of 293.16 feet, an arc length of 112.13 feet and whose long chord bears North 00 degrees 34 minutes 52 seconds West 111.45 feet; thence North

60 degrees 30 minutes 32 seconds West 9.00 feet; thence North 44 degrees 22 minutes 25 seconds West 119.32 feet; thence North 25 degrees 30 minutes 05 seconds East 5.00 feet to the point of beginning.

Parcel F: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at the Southwest corner of Lot 33 of said Highland Park Addition; thence North 88 degrees 57 minutes 09 seconds East along the South line of said Lot 33, 64.41 feet thence along a curve to the left, having a radius of 50.00 feet, an arc length of 85.83 feet and whose long chord bears South 39 degrees 46 minutes 22 seconds West 75.68 feet; thence South 06 degrees 45 minutes 06 seconds East 37.44 feet to the Southeast corner of Lot 123; thence North 12 degrees 12 minutes 57 seconds West 96.35 feet to the point of beginning. Except that part described as commencing at the Southwest corner of said Lot 33; thence South 12 degrees 12 minutes 57 seconds East, along the East line of Lot 123, 19.28 feet to the point of beginning of this exception; thence South 68 degrees 07 minutes 29 seconds East 18.24 feet; thence along a curve to the left having a radius of 50.00 feet, an arc length of 10.02 feet, and whose long chord bears South 21 degrees 52 minutes 31 seconds West 10.00 feet; thence North 68 degrees 07 minutes 29 seconds West 11.48 feet; thence North 12 degrees 12 minutes 57 seconds West along the East line of Lot 123, 12.08 feet to the point of beginning of this exception.

Parcel G: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at the Southwest corner of Lot 34 of said Highland Park Addition; thence South 87 degrees 10 minutes 33 seconds West along the South line of said Lot 34 extended 20.00 feet; thence North 09 degrees 24 minutes 24 seconds West 40.00 feet; thence North 87 degrees 10 minutes 29 seconds East 20.00 feet to the West line of said Lot 34; thence South 09 degrees 24 minutes 24 seconds East 40.00 feet to the point of beginning.

Parcel H: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at a point on the South line of Lot 123 of said Highland Park Addition which is North 59 degrees 35 minutes 03 seconds East 20.00 feet from the Southwest corner of said Lot 123; thence North 59 degrees 35 minutes 03 seconds East 65.00 feet; thence South 30 degrees 24 minutes 57 seconds East 19.13 feet; thence South 59 degrees 35 minutes 03 seconds West 65.00 feet; thence North 30 degrees 24 minutes 57 seconds West 19.13 feet to the point of beginning.

Parcel Q: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats,

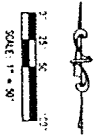
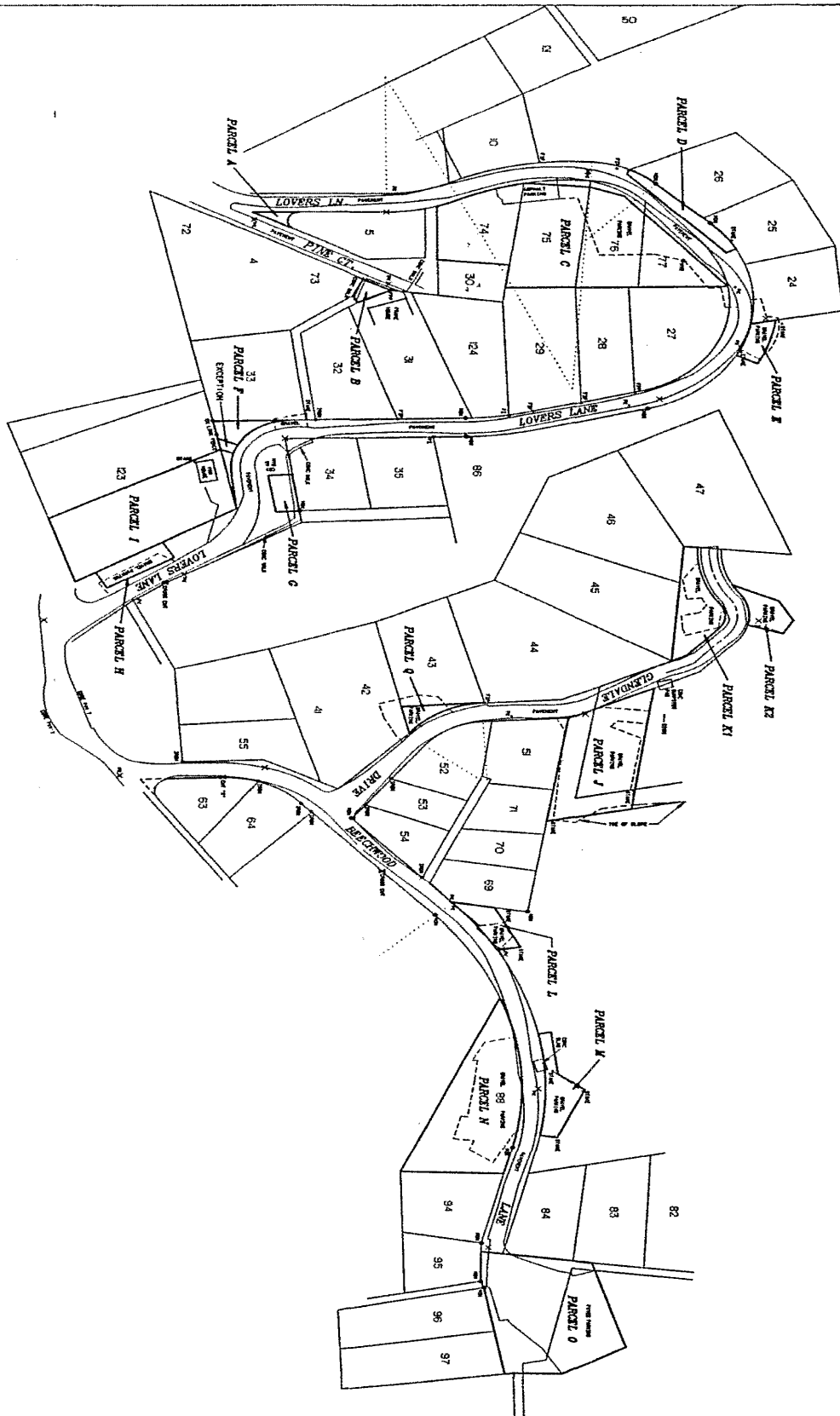
Pages 12 and 13 described as that part of Glendale Drive described as beginning at the southwest corner of Lot 43 of said Highland Park Addition; thence North 86 degrees 37 minutes 55 seconds East along the South line of said Lot 43, 69.99 feet; thence along a curve to the left, having a radius of 86.88 feet, an arc length of 72.85 feet and whose long chord bears South 62 degrees 47 minutes 02 seconds West 70.80; thence North 13 degrees 43 minutes 50 seconds West along the East line of Lot 42 of said Highland Park Addition, 29.10 feet to the point of beginning.



**EXHIBIT B**

**DRAWING OF PREMISES**

PLOT NAME VERLACAD/1976121A 10/28/97 @ 11:30AM



**HIGHLAND PARK PARKING AREA DESCRIPTIONS**  
 SECTION 29, T06N, R16W, CITY OF GRAND HAVEN  
 HIGHLAND PARK ASSOCIATION C/O JOE FINNIGAN  
 32 HONEYMOON HILL GRAND HAVEN, MI 49417

PARCEL LOCATION MAP

ADDENDUMS/REVISIONS		Date:
Description		
1	REVISED PARCEL "A"	10/28/97

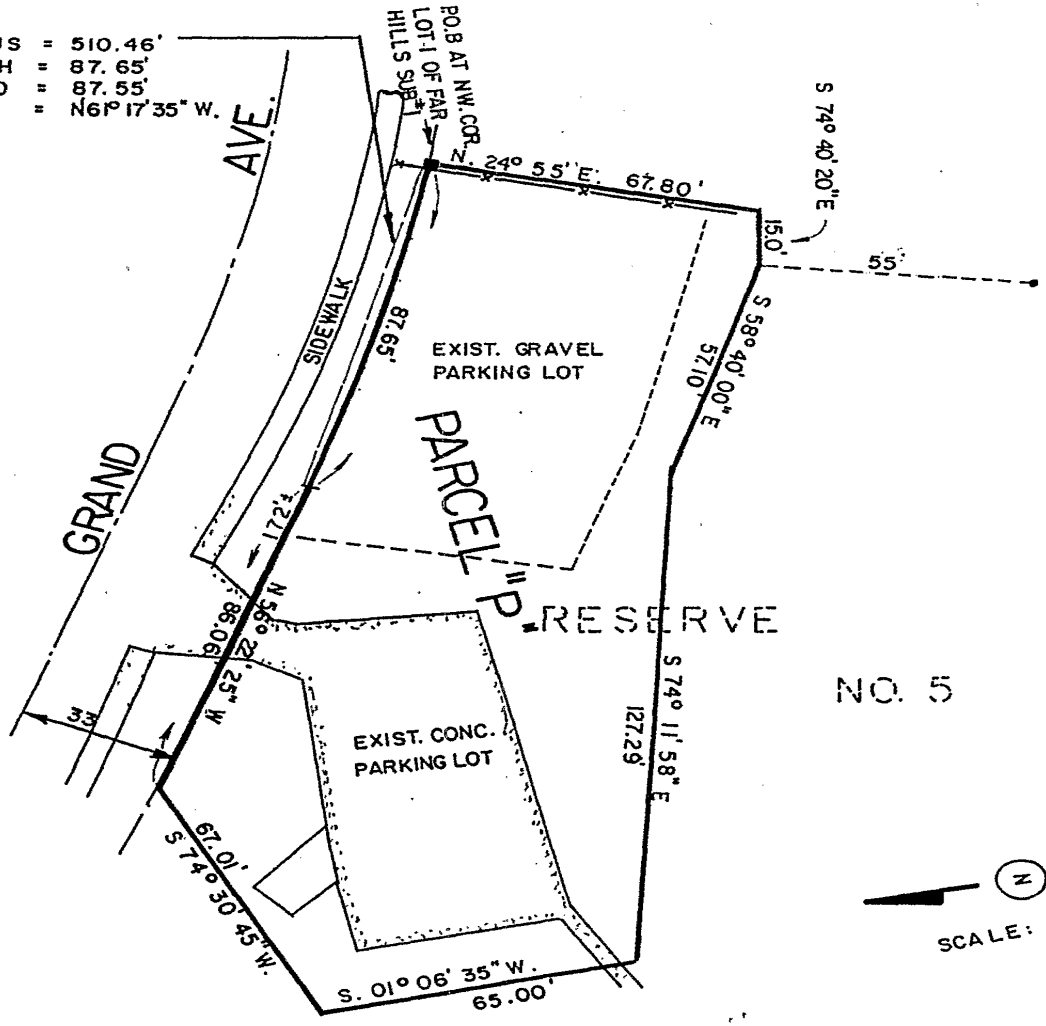
**J. JOINER ENGINEERING**  
 A Division of Brinno & Associates, Inc.  
 Engineering • Surveying • Testing

12000  
 12000  
 12000

Brinno & Associates, Inc.  
 12000  
 12000  
 12000

**Parcel P:** That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as that part of reserve No. 5 of said Highland Park Addition described as beginning at the Northwest corner of Lot 1 of Far Hills Subdivision No. 1; thence along the Southwesterly line of Grand Avenue along a curve to the right, having a radius of 510.46 feet, an arc length of 87.65 feet and whose long chord bears North 61 degrees 17 minutes 35 seconds West 87.55 feet; thence North 56 degrees 22 minutes 25 seconds West 86.06 feet; thence South 74 degrees 30 minutes 45 seconds West 67.01 feet; thence South 01 degrees 06 minutes 35 seconds West 65.00 feet; thence South 74 degrees 11 minutes 58 seconds East 127.29 feet; thence South 58 degrees 40 minutes 00 seconds East 57.10 feet; thence South 74 degrees 40 minutes 20 seconds East 15.00 feet; thence North 24 degrees 55 minutes 00 seconds East 67.80 feet to the point of beginning.

RADIUS = 510.46'  
 LENGTH = 87.65'  
 CHORD = 87.55'  
 BRG. = N61°17'35" W.



**REF: PARKING LOT IN RESERVE NO. 5**

*Thomas E. Joiner*  
 Thomas E. Joiner Registered Land Surveyor N# 18435

The ratio of closure is within the accuracy of survey as required in Act N# 288 of Public Acts of 1967. This survey complies with the requirements of Section 3 Public Act 132 of 1970

This survey was made from the legal description shown above. The description should be compared with the Abstract of Title or Title Insurance Policy for accuracy, easements and exceptions.

- LEGEND**
- Set Conc. Mon.
  - Found Conc. Mon.
  - Set Capped Iron
  - Found Iron
  - P. Platted
  - M. Measured
  - D. Described

joiner engineering, inc.  
 113 west savidge st.  
 spring lake, michigan 49456  
 phone: 846-1960 or 392-4686

FOR <b>HIGHLAND PARK ASSOC.</b>			
In	of Section	T. 8	N., R. 16 W.
DATE	7 - 14 - 97	DRAWN BY	EF
Sheet	1	of	1
JOB N#		J 97 0131	

**EXHIBIT C****QUIT-CLAIM DEED**

The GRANTOR, the CITY OF GRAND HAVEN, a Michigan municipal corporation the principal business address of which is 519 Washington Street, Grand Haven, Michigan 49417-1486, quit-claims to the GRANTEE, the HIGHLAND PARK ASSOCIATION, a Michigan non-profit corporation the principal business address of which is P.O. Box 447, Grand Haven, Michigan 49417, the premises located in the City of Grand Haven, Ottawa County, Michigan, consisting of the General Parcels, the Park Parcels and the Right-of-way Parcels as particularly described on the attached Exhibit A (which is incorporated herein by reference) (collectively referred to as the "Premises") for the sum of one hundred thousand dollars (\$100,000), the receipt of which is hereby acknowledged, and the covenants and conditions herein contained, subject to the following:

1. **Recorded Matters.** All easements, use restrictions and encumbrances of record. The City warrants that it has not conveyed any interest in the Premises except those of record and has no notice of any claims of interest to, in or against the Premises.
2. **Reservation of Easement.** The Grantor reserves, for itself and its successors and assigns, a permanent easement running with the land in the Right-of-way parcels for:
  - a. The location, re-location, construction, installation, operation, use, repair, maintenance, replacement and improvement of water, sanitary sewer, storm sewer, telephone, fiber optic, computer, cable television, telecommunication, electric, natural gas and other utility lines, mains, conduits and pipes, together with pumps, lift stations, catch basins, hydrants, manholes, collection chambers, switches, hubs and other appurtenances thereto, and
  - b. Ingress to and egress from any area or property located within the Highland Park area by any fire, police, ambulance, emergency medical, snow plowing, utility and other vehicles, equipment, officers, employees, contractors or agents of the Grantor, any other governmental unit or any public utility.
3. **Restrictions on Use.** The Premises may be used by the Grantee, in its discretion, only for the following:
  - a. The parking of vehicles by the Grantee's members or by guests and invitees of the Grantee's members who are visiting or performing work for the Grantee's members or are otherwise occupying the Highland Park property of a member of the Grantee, or
  - b. Vehicular parking made available free of charge to the general public, or
  - c. For the use, operation, maintenance and repair of the buildings and structures now located thereon as depicted in the drawings attached as Schedule 1 hereto and incorporated herein by reference.
  - d. For another purpose or use specifically permitted herein.
4. **Reverter.** If the Grantee or any of the Grantee's members uses or permits the Premises or any

portion thereof to be used for any purpose other than the purposes permitted in the immediately preceding paragraph 3 of this instrument, the portion of the Premises so used shall revert to the Grantor if the Grantor provides the Grantee written notice of such unpermitted use and there is a failure to discontinue such use within 60 days of such notices. Alternatively at the Grantor's sole discretion, the Grantor may seek equitable relief requiring the discontinuance of such use, the removal of any non-permitted structures, etc. The parties agree such non-permitted uses constitute an irreparable harm for which no legal remedy is adequate and equitable relief will be appropriate.

5. Reconveyance Prohibited. The Grantee shall not sell or otherwise convey the Premises or any portion of the Premises, or any interest in the Premises or any portion of the Premises, to any other person or party, without the Grantor's prior, written consent following the adoption of a resolution by the Grantor's City Council.

6. Required Maintenance and Controls.

a. Unless the Grantor gives its prior written consent, the Grantee shall operate, use, repair, maintain and improve the Premises to assure that the operation, use, repair, maintenance and improvement of the Premises does not result in any of the following:

(i) The grading, recontouring or other movement or disturbance of any soil on adjoining property owned by the Grantor.

(ii) The location or placement, either permanently temporarily, of any soils, pavement, posts, vehicles, or any other materials or substances on any immediately adjoining property, except any public right-of-way, owned by the Grantor.

(iii) Planting any seed or vegetative materials on any immediately adjoining property owned by the Grantor.

(iv) Trimming removing or altering any vegetative material growing on any immediately adjoining property owned by the Grantor.

b. The Grantee shall not increase the size or the footprint of any of the structures now located on the Premises except as provided by applicable law and local ordinances and shall not change the use of all or any part of those structures without the City's prior written permission.

If there are any breaches of the covenants, the Grantee shall pay the Grantor the actual reasonable costs incurred by the Grantor (including, without limitation, wages for any of the Grantor's employees and compensation for use of any of the Grantor's vehicles and equipment) to restore the affected property of the Grantor.

7. Responsibilities for Snow Plowing. The Grantor shall have no responsibility to plow or remove snow from any portion of the Premises, including, without limitation, any portion of the Right-of-way Parcels. The Grantee has agreed that the Grantor's plowing, if any, of the rights-of-way owned by the Grantor within the Highland Park area shall be limited to such plowing as can reasonably be accomplished with a standard plow blade mounted on a standard pick-up truck and further, that the winnows left after such plowing shall not be the responsibility of the Grantor.

8. Repair and Maintenance of Boardwalks. The Grantee shall, at the Grantee's expense, repair and maintain all of the boardwalks owned by the City which are in the Highland Park area and depicted on the drawing attached as Exhibit B hereto and made a part hereof by reference, which repair and maintenance shall minimally be to such standards as to assure they are structurally sound and safe for pedestrian travel and are free from any noticeable damage or deterioration.

9. Grantee's Obligations. All of the obligations of the Grantee are appurtenant and run with the land. The obligations bind the Grantee's successors in title.

This instrument is dated as of \_\_\_\_\_, 1997.

Signed in the presence of:

CITY OF GRAND HAVEN

\_\_\_\_\_

By: \_\_\_\_\_  
Gail Ringelberg, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Sandra Huff, City Clerk

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OTTAWA)

Gail Ringelberg and Sandra Huff, the Mayor and City Clerk, respectively, of the City of Grand Haven, a Michigan municipal corporation, who I personally know, appeared before me on this \_\_\_\_ day of \_\_\_\_\_, 1997, and executed and acknowledged this document on behalf of that City.

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

SHARON A. VINK  
Notary Public, Ottawa County, MI  
My commission expires Feb. 6, 1998

Drafted by:

When recorded, return and send  
subsequent tax bills to:

Transfer tax exempt:  
MCLA 207.526 (h) (i)

Scott G. Smith  
Law, Weathers & Richardson  
333 Bridge St., N.W., Ste. 800  
Grand Rapids, MI 49504

Highland Park Association  
P.O. Box 447  
Grand Haven, MI 49417

**EXHIBIT A**

**LEGAL DESCRIPTIONS**

1497

LIBER 2300 PG: 262

RECORDED

97 NOV 19 PM 1:04

*Gay Scholten*

REGISTER OF DEEDS  
OTTAWA COUNTY, MI

#3

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

Council member Naser, supported by Council member Nelson, moved the adoption of the following resolution:

**RESOLUTION NO. 97-421**

**A RESOLUTION TO VACATE PORTIONS  
OF CERTAIN RIGHTS-OF-WAY**

WHEREAS, on September 9, 1997, the Grand Haven Planning Commission held a public hearing on the proposed vacation of five portions of right-of-way located in the Highland Park area of the City and voted unanimously to recommend approval of their vacation; and

WHEREAS, on October 14, 1997, this City Council held a public hearing on the proposed vacation; and

WHEREAS, City staff has become aware of concerns over the vacation of two of those seven portions of right-of-way and believes those concerns can be addressed by vacating only those portions of right-of-way as depicted on the drawing attached as Exhibit A and as described on the attached Exhibit B; and

WHEREAS, this City Council believes it is in the best interests of the public health, safety and welfare to vacate the portions of right-of-way depicted and described on the attached Exhibits A and B.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City Council of the City of Grand Haven hereby vacates the portions of public rights-of-way depicted on the attached Exhibit A and described on the attached Exhibit B, both of which exhibits are incorporated by reference, but reserves a easements 15 feet on both sides of the center line of any existing utility lines located in said vacated portions of rights-of-way.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.



YEAS: Naser, Nelson, Ringelberg, Scott.

NAYS: Lystra.

ABSENT: None.

ABSTAIN: None.

**RESOLUTION DECLARED ADOPTED.**

*Sandra Huff*  
Sandra Huff, City Clerk

**CERTIFICATION**

I certify that this is a true and complete copy of a resolution adopted by the City Council of the City of Grand Haven, Ottawa County, Michigan, at a regular meeting held on November 10, 1997, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan of 1976, as amended.

Dated: November 10, 1997

*Sandra Huff*  
Sandra Huff, City Clerk

EXHIBIT A

DEPICTION OF  
VACATED PORTIONS OF RIGHTS-OF-WAY

LIBER 2300 PD 264

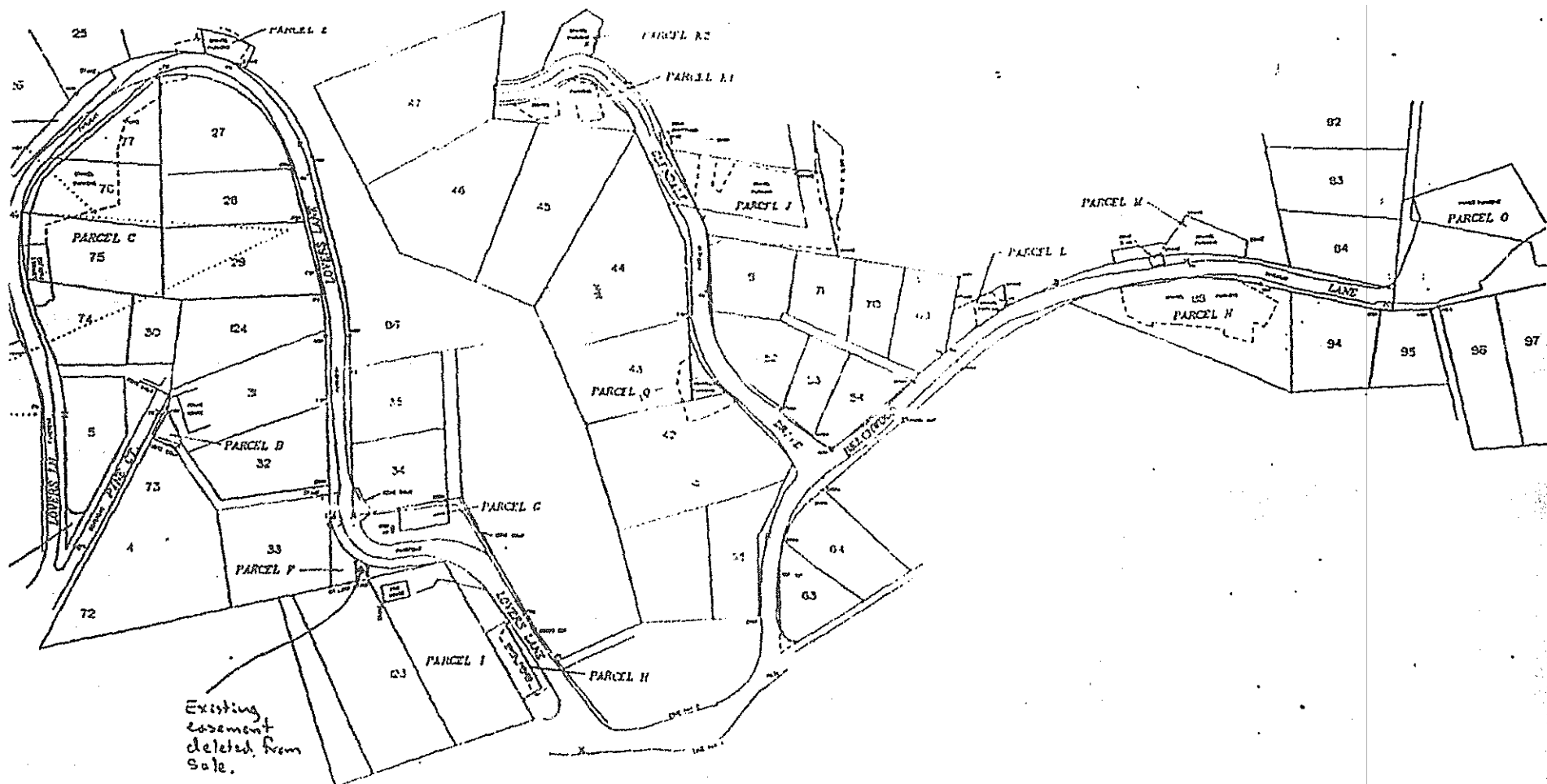


EXHIBIT BLEGAL DESCRIPTIONS OF  
VACATED PORTIONS OF RIGHTS-OF-WAY

Parcel A: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at the most Northwesterly corner of Lot 5 of said Highland Park Addition, being the PC of a 10 foot radius curve: thence along said Curve to the left, an arc length of 26.48 feet and a chord bearing South 13 degrees 47 minutes 41 seconds West 19.39 feet; thence North 62 degrees 04 minutes 23 seconds West along the Southwesterly line of said Lot 5 extended 39.72 feet; thence North 89 degrees 39 minutes 45 seconds East along the Northerly line of said Lot 5 extended 39.72 feet to the point of beginning.

Parcel D: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at a point on the most Westerly corner of Lot 26 of said Highland Park Addition; thence along the Southwesterly line of said Lot 26 on a curve to the right, having a radius of 85.99 feet, an arc length of 26.49 feet and whose long chord bears South 55 degrees 40 minutes 26 seconds East 26.39 feet; thence South 46 degrees 50 minutes 56 seconds East 62.88 feet; thence along a curve to the right, having a radius of 118.10 feet, an arc length of 35.00 feet and whose long chord bears South 37 degrees 58 minutes 53 seconds East 34.87 feet; thence South 60 degrees 30 minutes 32 seconds West 9.00 feet; thence North 44 degrees 22 minutes 25 seconds West 119.32 feet; thence North 25 degrees 30 minutes 05 seconds East 5.00 feet to the point of beginning.

Parcel F: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at the Southwest corner of Lot 33 of said Highland Park Addition; thence North 88 degrees 57 minutes 09 seconds East along the South line of said Lot 33, 64.41 feet thence along a curve to the left, having a radius of 50.00 feet, an arc length of 85.83 feet and whose long chord bears South 39 degrees 46 minutes 22 seconds West 75.68 feet; thence South 06 degrees 45 minutes 06 seconds East 37.44 feet to the Southeast corner of Lot 123; thence North 12 degrees 12 minutes 57 seconds West 96.35 feet to the point of beginning. Except that part described as commencing at the Southwest corner of said Lot 33; thence

South 12 degrees 12 minutes 57 seconds East, along the East line of Lot 123, 19.28 feet to the point of beginning of this exception; thence South 68 degrees 07 minutes 29 seconds East 18.24 feet; thence along a curve to the left having a radius of 50.00 feet, an arc length of 10.02 feet, and whose long chord bears South 21 degrees 52 minutes 31 seconds West 10.00 feet; thence North 68 degrees 07 minutes 29 seconds West 11.48 feet; thence North 12 degrees 12 minutes 57 seconds West along the East line of Lot 123, 12.08 feet to the point of beginning of this exception.

Parcel G: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at the Southwest corner of Lot 34 of said Highland Park Addition; thence South 87 degrees 10 minutes 33 seconds West along the South line of said Lot 34 extended 20.00 feet; thence North 09 degrees 24 minutes 24 seconds West 40.00 feet; thence North 87 degrees 10 minutes 29 seconds East 20.00 feet to the West line of said Lot 34; thence South 09 degrees 24 minutes 24 seconds East 40.00 feet to the point of beginning.

Parcel H: That part of the Highland Park Addition, Section 29, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County Michigan, as recorded in Liber 12 of Plats, Pages 12 and 13 described as beginning at a point on the South line of Lot 123 of said Highland Park Addition which is North 59 degrees 35 minutes 03 seconds East 20.00 feet from the Southwest corner of said Lot 123; thence North 59 degrees 35 minutes 03 seconds East 65.90 feet; thence South 30 degrees 24 minutes 57 seconds East 19.13 feet; thence South 59 degrees 35 minutes 03 seconds West 65.00 feet; thence North 30 degrees 24 minutes 57 seconds West 19.13 feet to the point of beginning.

# **Attachment E**

## Grand Haven Airport Board Meeting Minutes August 27, 2024

Chairperson Ben Ennenga called the meeting to order at 5:30 pm

Roll Call: Richard Clapp

Members present: Denny Swartout, Ben Ennenga, Richard Clapp, Tricia Harrell, Dale Hagenbuch

**Others Present:** Earle Bares- Airport Manager, Tom Mandersheid- Airport Liaison,

**Guests:** Jennifer Bares, Tom Howard, Mayor Bob Monetza, Doug Furton, Asst. City Mgr. Tim Price

### First Call to the audience

Jennifer Bares discussed the upcoming Trunk or Treat event and the need for volunteers. October 26<sup>th</sup> 2-4p. 9000 expected. Each person requested to bring 1000 pieces of candy. GHAA is a 501c3 so save your receipts for tax purposes as donations.

GHAA participated in the August 3<sup>rd</sup> Coast Guard parade.

### July 11, 2024 Work Session Minutes & July 16, 2024 Minutes:

Motion to accept the July 11 & 16, 2024 minutes by Clapp, seconded by Swartout. Motion carried.

### New business:

- **Election of officers**

Nomination for Secretary: Motion by Hagenbuch, seconded by Ennenga for Rick Clapp to be secretary. Motion carried.

Nomination for Vice Chairman, Motion by Ben, seconded by Tricia for Denny Swartout to be Vice Chairman. Motion carried.

Nomination for Chairman: Motion by Rick, seconded by Hagenbuch for Ben Ennenga to be board Chairman. Motion carried.

- **2025 Meeting Dates, the 4<sup>th</sup> Tuesday of every month with the following exceptions:**
  - July 15<sup>th</sup>, 3<sup>rd</sup> Tuesday
  - December 16<sup>th</sup>, 3<sup>rd</sup> Tuesday

- **Camping-** Presentation by Tricia Harrell. Location defined on airport diagram. Fire pit discussed. Proximities to fuel noted.

Motion to proceed with permitting and dates for airport camping by Harrell, Seconded by Clapp. Motion passed, 3-2

### **Old Business:**

Preparation of land lease presentation for city council: Delayed due to technical difficulty.

Recommendation on T-hangar dimensions. 42' Wide, 32' Deep, 12' Height. Bi-fold doors. Fully Nested.

Motion made by Denny Swartout and seconded by Rick Clapp to submit to John Vanduinan to put a quote together for a fully nested T-hangar row to replace C-row of the dimensions: 42' Wide, 32' Deep, 12' Height. Bi-fold doors. Fully Nested. Motion passed.

### **Airport manager report:**

#### Activity

Activity and fuel sales have picked up over the past several months.

#### Projects

Completed yearly hangar inspections

Mowing up to date

N/S runway rehabilitation project is progressing

Updating the capital improvement plan with C.I.P. to include rehabilitation of the taxiways and build a six unit t-hangar.

No deer reports or wildlife reports. Earle has received no wildlife complaints.

#### Safety & Security

No noise complaints

Earle has received no wildlife complaints.

Three orange balls missing on high voltage power lines at 160<sup>th</sup> avenue. BLP has been advised.

2 Notams

### Fuel sales, Operations, Activity

- Fuel sales, 2<sup>nd</sup> highest fuel sales, for any month ever.
- Fuel prices 100LL steady, Jet A remains steady.
- Flight instruction slow, 1 flight instructor.

No noise complaints

506 log entries

Fuel Sales were 2300Gal. 100LL, 3877 Gal. Jet A, slightly ahead of last year.

58 Aircraft home based on the field.

A few hangar doors needed repair

Worked on 3 aircraft.

Hangars are fully occupied and adding more people. 6 very interested parties.

Mechanic and flight instructor on call and available.

### Airport Facilities

Maintenance hangar- Blockage in roof drain, not yet repaired but have not had a problem with it.

Fuel farm filter being monitored closely.

### **Airport Liaison Report:**

Accounts receivable over 30 days is \$2269

Airport Cash balance: \$332,697

We were close to our budget.

M.A.P. Meeting will be Oct. 9 at 1:30p via Microsoft Teams meeting



**Second call to the audience:**

Tom Howard- "Exciting times at the airport. Camping is a good idea, sounds great. New hangars are exciting. What is the status of the No-Lead fuel. How many people are bringing in their own fuel? "

Earle- Approximately 500 Gallons is being brought in privately.

Doug Furton- "All in favor of camping, if you need help organizing, let him know. Fuel pump Shuts off before the transaction is complete. Also, the fuel pump does not shutoff when handle is released resulting in spillage.

Earle-Indicates that the fuel nozzle is fixed.

Doug Furton- "This is a concern, as helicopter pilots who are unfamiliar have been observed spilling fuel on their hot engines. Concerned about spoiled fuel sitting in a barrel derelict after two years. It is stored in a blue barrel on the NE corner of the barn. Only has PVC cap. Sees deer on the runway nearly every time he flies. It is a problem."

Earle- "Have not received any reports of Deer."

Doug- "I'm reporting the deer problem at this time"

Tim Price- Discussed land leases all being reviewed by counsel. Discussed how to present this to city council. Offered his assistance.

**Adjournment: 7:07 pm**

Motion to adjourn: Ennenga, seconded by Swartout

Motion carried.

**Minutes submitted by board secretary, Richard Clapp**



GRAND HAVEN BOARD OF LIGHT AND POWER  
MINUTES  
SEPTEMBER 19, 2024

A regular meeting of the Grand Haven Board of Light and Power was held on Thursday, September 19, 2024, at 6:00 PM at the Board's office located at 1700 Eaton Drive in Grand Haven, Michigan and electronically via live Zoom Webinar.

The meeting was called to order at 6:01 PM by Chairperson Westbrook.

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

**Absent:** None.

**Others Present:** General Manager Rob Shelley, Secretary to the Board Danielle Martin, Operations and Power Supply Manager Erik Booth, and Dan Deller as Technical Support.

**24-14A** Director Welling, supported by Director Knoth, moved to add item 4A "Declare Vacancy and City Clerk Announcement" to the meeting agenda.

**Roll Call Vote:**

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

**24-14B** Director Welling, supported by Director Knoth, moved to approve the amended agenda.

**Roll Call Vote:**

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

**Pledge of Allegiance**

**Public Comment Period**

Jeffrey Miller, 1120 S Harbor Drive, commented on the level of public attendance at a recent City Council meeting. Miller encouraged the Board to begin its meetings at 7:30 pm.

**24-14C** Chairperson Westbrook announced the receipt of a September 18, 2024 resignation letter from Director Hendrick. Per the BLP bylaws, the Chairperson is accepting the resignation and is declaring the vacancy. The Board Secretary will provide notice to the City Clerk. Westbrook thanked Hendrick for her service on the Board.

City Clerk Maria Boersema announced the receipt of Andrea Hendrick's resignation from the Board on September 18, 2024. Applications to fill the vacant seat will be accepted until 5:00 pm on October 4, 2024 and interviews will be held the week of October 7. Council's appointed Director will hold the seat until the next regular election in November 2025.

**24-14D** Director Welling, supported by Director Knoth, moved to approve the consent agenda. The consent agenda includes:

- Approve the minutes of the August 12, 2024 Special Board Meeting

GRAND HAVEN BOARD OF LIGHT AND POWER  
MINUTES  
SEPTEMBER 19, 2024

- Approve the minutes of the August 15, 2024 Regular Board Meeting
- Approve the minutes of the September 5, 2024 Special Board Meeting
- Receive and file the August Financial Statements, Power Supply and Retail Sales Dashboards
- Receive and File the August Key Performance Indicator (KPI) Dashboard
- Receive and File the MPPA Energy Services Project Resource Position Report dated 8/30/2024
- Approve payment of bills in the amount of \$3,041,610.38 from the Operation & Maintenance Fund
- Approve payment of bills in the amount of \$684,190.00 from the Renewal & Replacement Fund
- Approve confirming Purchase Order #23190 to Landis & Gyr in the amount of \$30,000 for the AMI annual software subscription
- Approve confirming Purchase Order #23175 to Premier Line Services in the amount of \$46,014 for fiscal year 2025 switchgear cleaning

**Roll Call Vote:**

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

**24-14E** Director Welling, supported by Director Knoth, moved to approve the Purchase Orders. The Purchase Orders include:

- Purchase Order #23161 to CDW in the amount of \$15,390 for replacement computers for the control room
- Purchase Order #23172 to Van Kam in the amount of \$12,393 for a dump trailer
- Purchase Order #23176 to Irby in the amount of \$15,652 for nine metering PT's for BLP stock
- Purchase Order #23185 to Alpine Power Systems in the amount of \$6,800 for 2024 battery maintenance
- Purchase Order #23191 to Verdantas in the amount of \$75,000 for engineering services for the Beechtree & Marion rebuild project
- Purchase Order #23192 to Verdantas in the amount of \$87,000 for engineering services for the Waverly & Eastern rebuild project

GRAND HAVEN BOARD OF LIGHT AND POWER  
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- Purchase Order #23193 to Verdantas in the amount of \$67,000 for engineering services for the Hospital & West Spring Lake Road rebuild project

The dump trailer associated with Purchase Order #23172 is not the low bid but is recommended by staff due to higher quality. GRP Engineering is now Verdantas.

**Roll Call Vote:**

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

**24-14F** Director Welling, supported by Director Knoth, moved to approve the ESP Amended and Restated Power Purchase Commitment Authorization as presented.

The Board approved an agreement in 2023 for an energy storage project, but the developer is facing challenges. MPPA and the developer have agreed to terminate the previous agreement and replace it with a firm capacity transaction at the same price. Staff recommends approval as the proposed solution eliminates development and operating performance risk and comes with greater financial support. As a ten year commitment, this will be presented to the City Council.

**Roll Call Vote:**

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

**24-14G** Director Welling, supported by Director Knoth, moved to approve the Progressive A&E proposal as presented.

If approved, this proposal will begin the engineering phases for improvements to be made to the Eaton Drive facility. The main components of the project include adding a locker room for our field workers and building a yard facility to replace lost storage space, exploring options to increase the Board room size for Board and all employee meetings, and adding an office space for HR functions.

**Roll Call Vote:**

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

**24-14H** The BLP previously obtained an air permit for the proposed project on Harbor Island. We were granted an 18-month extension on the permit, which is now expiring. Staff recommends the Board take no action, which would allow the permit to expire. If the Board desires local generation at another location in the future, we can apply for a new permit.

Chairperson Westbrook reminded the Board that survey results indicated 82% of residential customers, and 76.5% of commercial/industrial customers desire local generation. He agreed Harbor Island is not the right spot but feels local generation should be revisited in the future.

GRAND HAVEN BOARD OF LIGHT AND POWER  
MINUTES  
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**24-14I** Director Welling, supported by Director Knoth, moved to authorize staff to spend up to \$30,000 to purchase a single drum puller replacement.

The engine failed in the machine we own, which was a 1990's model. Staff is requesting pre-authorization to act if a replacement becomes available at auction. This is not a budgeted expense.

**Roll Call Vote:**

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

Motion carried.

**24-14J** The General Manager provided an update on the recent power outage and improvements that have been made since.

The BLP's website saw 100,000 hits during the event and crashed from the level of traffic. Our website host has adjusted settings to be able to handle this level of traffic in the future. The Outage Management website was working during the outage, but customers were not able access it via the BLP page. A slimmed down "launching pad" which requires less data has been created and can be deployed in place of the regular website if traffic levels are very high. When the power went out, our internal phone system rebooted. The battery back up system has been upgraded to prevent the lapse in availability that the reboot caused. The text message alert system is expected to be deployed soon. This will help reduce website and phone traffic and will help customers stay informed of their outage status.

**No formal action taken.**

**24-14K** Senior staff will be attending the MMEA fall conference October 1<sup>st</sup> through 3<sup>rd</sup> in Port Huron.

**No formal action taken.**

**24-14L** Director Crum, supported by Director Welling, moved to approve the Employment Agreement for Rob Shelley.

**Roll Call Vote:**

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

Motion carried.

**24-14M** The Board discussed Governance Training Lesson 8 "Developing a High Performance Board".

Director Knoth commented on the benefits of Board members possessing a diverse skillset. He appreciated the trainer's opinion that the best recruitment strategy is to be a well run Board with a good reputation.

GRAND HAVEN BOARD OF LIGHT AND POWER  
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Director Welling commented on how long it can take to get up to speed as a new Board member. He feels any potential conflict of interests should be evaluated when the Council considers who to appoint to the vacant seat.

Director Crum feels the Board treats all customers the same, but would like to explore ways we could allow for input from representatives living outside of the City.

Chairperson Westbrook agreed the best recruitment plan is to be a well run Board. He felt his new member orientation process was a good experience and appreciated the informational binders and tours. He would like to see Board members get back to attending conferences.

**No formal action taken.**

**24-14N** The Board will watch Governance Training Lessons 9 and 10 for discussion at its October meeting.

**No formal action taken.**

**24-14O Other Business**

The General Manager reminded the Board that an anniversary celebration luncheon for Board members, employees and retirees is being held September 26<sup>th</sup>.

The General Manager congratulated BLP employee Trent for his promotion into the Apprentice Lineworker Program.

**Public Comment Period**

Jeffrey Miller, 1120 S Harbor Drive, encouraged the Board to hire a Public Information Officer to help get the BLP's story out into the community.

**Adjournment**

At 6:47 PM by motion of Director Knoth, supported by Director Welling, the September 19, 2024 Board meeting was unanimously adjourned.

Respectfully submitted,



Danielle Martin  
Secretary to the Board

DM

**CALL TO ORDER:**

COMMISSIONERS PRESENT: Joe Middleton, Elizabeth Pool, Mike Poort, Georgette Sass,  
CITY LIAISON: Derek Lemke

**APPROVAL OF AGENDA:** Motion by Pool to approve agenda; second Sass; **Passed.**

**PUBLIC COMMENT:** *Members of the audience may address the Commission on any item, whether on the agenda or not. Those addressing the Commission are asked to provide their name and address and will be limited to three minutes of speaking time. The Commission will hear all comments for future consideration but may not have a response at this time.*

**APPROVAL OF MINUTES:** Motion by Pool to approve minutes; second Sass; **Passed.**

**AGENDA**

NEW BUSINESS:

- A. **Discussion** – The Lakeshore Visual Arts Collective will be using Duncan Park for their *A Walk in the Woods* show and sales event on September 22 from 1-4pm. This is a good opportunity for the Duncan Park Commission to engage patrons and solicit help at our volunteer events. In the past we have had a table at the beginning of the “walk”. **Outcome** – DPC will identify commissioners to man the table at the event and at specific times. **Suggested Motion** – none needed.
- *The artists will enter through the parking lot gate and exit through Lake Street after the event. Please make sure artist park on the road. We will open the parking lot gate at noon. Pool, Sass and Port to be present to start the event; Williams to close the event.*
- B. **Discussion** – The Duncan Park Commission has its second volunteer opportunity of the fall season on October 5 (DP October events). Suggested projects include continued improvements to the flower beds at the front gate (additional plants), removal of invasive plants, trail maintenance and woody debris/infrastructure cleanup (continuation of Day of Caring work). It is suggested that with sufficient turn out, 1-2 commissioners could head up specific project crews. **Outcome** – DPC will identify priorities for the volunteer event. **Suggested Motion** – October 5 event will focus on invasive species removal, trail maintenance and woody debris/infrastructure cleanup.
- Volunteers will focus on infrastructure clean-up to include cleaning up the park benches throughout the park as well as pulling invasives and picking up trash. Poort and Sass to manage volunteers.*
- C. **Discussion** – There have been expenditures that DPC needs to approve. These include, but may not be limited to the following:
- a. Day of Caring Expenditures for soil and mulch (\$306.40)  
*Motion by Pool to approve Day of Caring expenditures for soil and mulch at the cost of \$306.40; second Poort; **Passed.***
  - b. Requested Signs from Chuck Olmstead Signs (to be received)  
*Motion by Poort to approve expenditures up to \$150 for brochures and advertising for October events; second Sass; **Passed.***
  - c. Final reimbursement to Ethan Hoffmeyer for work on the Lake St gates (his receipts are available on [Google Drive](#)).  
*Motion by Poort to reimburse Ethan Hoffmeyer \$583.26 for the Lake Street gate Boy Scout project; second Sass; **Passed.***

OLD BUSINESS:



**Duncan Park Commission** – September 17, 2024; Regular Meeting; 6:00pm  
Grand Haven City Hall, Council Chambers, Grand Haven, MI

A. **Discussion** –DPC-hosted October events celebrating the anniversaries of both the Duncan Park gift to the citizens of Grand Haven and the Old Growth Forest dedication are soon. The current lineup of events

- October 5 Volunteer Event (10am)
- October 12 Audubon-led Bird Walk by members of the Owashtanong Islands Audubon Society (9am)
- October 17 (date update) Dr. Wallace Ewing lecture at the Tri-Cities Museum, 6:30pm.
- October 26 Fall Color Drive 11am-5pm

**Outcome** – DPC will discuss the planned October events, identifying specific tasks to be carried out by commissioners. **Motion(s) to be generated.**

COMMISSIONER’S REPORTS: *These are limited in scope, representing a report of activities relevant to Duncan Park and DPC. These will be limited to 3 minutes. Discussions or actions that require detailed consideration or a vote should be placed as an agenda item under NEW BUSINESS.*

Georgette: Jean Madden to send written report from the Wildtype Ecological Services (Mason, MI). Reminder that Murielle Garbarino (WMCISMA) will be conducting the HWA survey during the month of October.

Mike: The Day of Caring crew did a great job. The Sprinklers are on a 15 min Am/Pm schedule. The sprinkler timer in the main park is turned off at this time.

Beth: Please distribute the invitation signs to the October events.

CITY LIAISON REPORT: THERE IS A PLAN TO CONNECT THE WATER MAIN ON TAYLOR TO THE WATER MAIN ON DUNCAN COURT.

TREASURER REPORT: June financial reports with finalization of expenditures for the 2023-2024 fiscal year as well as July and August statements were provided with this agenda and posted on our Google Drive.

UPCOMING EVENTS OF IMPORTANCE:

September 22 – LVAC “Walk in the Woods”, 1-4pm

October 10 - Sustainability and Energy Commission, City Hall at 6:00pm

**PUBLIC COMMENT: NONE**

**ADJOURNMENT: 7:13PM**

**NEXT MEETING: October 15, 2024 @6pm**

APPROVED MINUTES RESPECTFULLY SUBMITTED BY:



DUNCAN PARK COMMISSION, SECRETARY

**Duncan Park Commission**

September 25, 2024 Special Meeting; 6:30pm  
Grand Haven City Hall, Council Chambers, Grand Haven, MI

**CALL TO ORDER: 6:30PM**

COMMISSIONERS:

Present: Mike Poort, Georgette Sass, John Williams, Joe Middleton (6:31pm)

Absent: Beth Pool

CITY LIAISON: Derek Lemke

APPROVAL OF AGENDA: Motion by Port, second by Williams; approved

PUBLIC COMMENT: *Members of the audience may address the Commission on any item, whether on the agenda or not. Those addressing Commission 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 may not have a response at this time.*

**AGENDA**

SPECIAL SESSION BUSINESS:

- A **Discussion** – The Lakeshore Visual Arts Collective (LVAC) event *A Walk in the Woods* was to be held on September 22, 2024, but was canceled by LVAC due to weather conditions. LVAC contacted Char Ocasio-Seise, Central Park Place Community Affairs Manager and requested a rain date for this event of September 29, 2024. **Outcome** – DPC will determine whether commissioners can support this suggested rain date and identify which commissioners are to be present at the event. Commissioners will cover in two shifts (Sass/Pool for first half of the event; Williams for second half of the event: Poort throughout the day). **Suggested Motion** – Duncan Park Commission approves the use of the park for the rain date of September 29, 2024 for the Lakeshore Visual Arts Collective (LVAC) event *A Walk in the Woods* with all previous agreements in the original Use Permit applicable. Motion by Sass, second by Poort; approved

ADJOURNMENT: **6:34PM**

NEXT MEETING: October 15, 2024 at 6:00pm

APPROVED MINUTES RESPECTFULLY SUBMITTED BY:



DUNCAN PARK COMMISSION, SECRETARY

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
ECONOMIC DEVELOPMENT CORPORATION  
BROWNFIELD REDEVELOPMENT AUTHORITY  
August 5, 2024**

The Regular Meeting of the Economic Development Corporation/Brownfield Redevelopment Authority was called to order at 4:00 pm by Chairperson Jim Bonamy in the Grand Haven City Council Chambers, 519 Washington Avenue, Grand Haven, MI 49417.

**Present:** Bob Monetza, Jim Bonamy, Mike Fritz, Emily Greene, Linda Weavers, Brook Bisonet, Tom Braciak

**Absent:** Bill Van Lopik

**Others Present:** Ashley Latsch, Brian Urquhart, Tim Price

**APPROVAL OF MEETING MINUTES**

Motion by Fritz, second by Braciak, to approve the minutes of the regular EDC/BRA meeting of July 1, 2024, as submitted.

Ayes: 7

Nays: 0

**This motion carried.**

**APPROVAL OF AGENDA**

Motion by Fritz, second by Greene, to approve the agenda as submitted.

Ayes: 7

Nays: 0

**This motion carried.**

**FIRST CALL TO AUDIENCE**

No response.

**UNFINISHED BUSINESS**

**6a. None**

## NEW BUSINESS

### 7a. Grand Landing Elite Hospitality Hotel Property Environmental Update

Latsch informed the EDC/BRA Board that Elite Hospitality has proposed a new Hampton/Home2 Suites flagged hotel for a portion of the undeveloped land within the Grand Landing development. As originally approved in 2006, a hotel was planned to be part of the development, however, the newly proposed hotel is in a different location and configuration from the original site plan. Therefore, the Planning Commission determined at its September meeting that the amendment to the Grand Landing PD is a major amendment, which requires that the plan be approved by the PC and the City Council.

The new location avoids a “blackwater” site which is a legacy contained polluted area on the Grand Landing site and provides for an impervious paved parking area cap over the blackwater site. Preliminary estimates for final remediation of the site are \$1 million to \$2 million. Elite is using the same environmental consultant that Peerless Living used. Latsch anticipates that Brownfield incentives will be requested, although at this stage no requests have been made. Questions which must be addressed include whether this would be tied to the existing TIF and whether the term would be for 15 years or 30 years.

The City Manager will keep the EDC/BRA informed as the project develops.

**No action taken.**

## REPORT BY BOARD MEMBERS

**8a. Report by City Manager:** Chinook Pier proposals have been deferred back to the developers to determine how they may incorporate elements of the public and Council feedback from the City’s public engagement process. It is anticipated that the proposals will be on the September 16, 2024, agenda for further Council action.

**8b. Receive Financial Reports:** Financial documents submitted for Board information by Greene. Greene informed the Board that Adorn Kids is making payments.

## CALL TO AUDIENCE SECOND OPPORTUNITY

No response.

## ADJOURNMENT

Bonamy adjourned the meeting at 4:26 pm.

*Bob Monetza*

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN**

**Parks and Recreation Board**

**Meeting Minutes  
October 2, 2024**

The Parks and Recreation Board meeting was called to order on October 2, 2024 at 6:00 pm at City Hall Council Chambers.

**Roll Call:** Bruce Baker, Chair  
Jim DeVries  
Tami Harvey  
David Parks

**Also Present:** Jamal Steward – Creative Community Entertainment, and Deputy Public Works Director Dana Kollewehr

**Approval of Minutes** from the August 7, 2024 meeting:

A motion was made by DeVries and seconded by Harvey to approve the P&R Board Meeting Minutes from August 7, 2024. **Motion was approved 4-0.**

**New Business**

**24-66 Park Use Permit – Elemental Air Show**

**Request Made by:** Creative Community Entertainment  
**Type of Event:** Special Event  
**Location:** Grand Haven City Beach  
**Date(s) of Event:** June 6-8, 2025  
**Time Frame:** 10:00 am until 3:00 pm  
**Attendee Count:** 1,000-2,500  
**Notes**

A motion was made by Harvey and seconded by DeVries to approve the Elemental Air Show, held at Grand Haven City Beach and Harbor Island on Friday, June 6, 2025 through Sunday, June 8, 2025, per the application materials.

**Motion was approved 4-0.**

**General Business**

- Parks and Recreation Plan Update – Staff member, Kollewehr, sent out meeting invitation options in the coming weeks and will send out a meeting confirmation once everyone responds.
- A motion was made by Harvey and seconded by Parks to nominate DeVries as co-chair of the Parks and Recreation Board. **Motion was approved 4-0.**

### **Adjournment**

The Parks and Rec Board meeting was adjourned at 6:08 p.m.

**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN**

**Special Parks and Recreation Board Meeting**

**Meeting Minutes  
October 22, 2024**

The Parks and Recreation Board meeting was called to order on October 22, 2024 at 6:00 pm at City Hall Council Chambers.

**Roll Call:** Bruce Baker, Chair  
Jim DeVries  
Tami Harvey  
David Parks  
Lynne Groothuis

**Also Present:** Ashley Latsch – City Manager, Pam Blough – PM Blough and Deputy Public Works Director Dana Kollewehr

**Parks and Recreation 5-Year Plan Update Discussion**

- Pam Blough summarized the information learned from the Frost Research Center survey that was recently completed for the region.
- The survey ran later than average, given fatigue from recent political polls. This has delayed the overall update process, but plan approval will still occur within the State’s required timeline. The plan is anticipated to be approved at the first City Council meeting in 2025.
- Once a draft plan is available, there will be a 30-day public comment period where additional changes may be considered before plan adoption.
- Discussion about park signage occurred. The City may want to consider a smaller sign design for pocket/small parks where a traditional park sign would not be appropriately scaled.
- The Parks Board advised Blough about text updates and requested that the reference to a campground on Harbor Island be removed.

**Adjournment**

The Parks and Rec Board meeting was adjourned at 7:30 p.m.



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
PLANNING COMMISSION MINUTES  
August 13, 2024**

A regularly meeting of the Grand Haven Planning Commission was called to order by Chair Dora at 7:00 pm. Upon roll call, the following members were present:

**Present:** Magda Smolenska, Vice-Chair Ryan Galligan, Jennifer Smelker, Dan Borchers, David Skelly, Tamera Owens, Joe Pierce, Chair Mike Dora

**Absent:** Amy Kozanecki

**Also Present:** City Planner Brian Urquhart, City Manager Ashley Latsch, Mayor Monetza, and members of the public.

**Approval of Minutes**

Motion by **Vice-Chair Ryan Galligan**, seconded by **Smolenska** to approve the minutes of the July 9<sup>th</sup> and July 23<sup>rd</sup> 2024 meetings with corrections. All ayes. **Motion passes.**

**Approval of Agenda**

Motion by **Pierce**, seconded by **Smelker** to approve the agenda. All ayes. **Motion passes.**

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**Call to the Audience; First Opportunity**

Dan Dempsey, 215 S. 1<sup>st</sup> St., spoke in support of his request to add onto the home at two-family dwelling at 215 S. 1<sup>st</sup> St.

Katie Broekhoff, 222 Franklin Ave., spoke in support of her request to convert 222 Franklin Ave. from a residential above retail into a two-family dwelling.

---

**Case 24-26: Request to amend a special land use for a two-family dwelling at 215 S. 1<sup>st</sup> St. (parcel #70-03-20-451-012)**

Urquhart introduced the case. He noted the Planning Commission approved the special land use request for a two-family dwelling in the Southside zoning district in 2022. The applicant is requesting to add 1500 sq. ft. of living space on the two levels beneath the existing deck. The additional sq. ft. would increase the total floor area over 15%, which would require approval by the Planning Commission to amend the existing special land use. Urquhart noted there are no changes to lot coverage, building heights, or setbacks.

Chair Dora opened the public hearing at 7:14 pm.



Motion made by **Owens**, seconded by **Smolenska** to close the public hearing. All ayes. **Motion passes.**

Chair Dora closed public hearing at 7:14 p.m.

Skelly asked if there would be a possibility for the applicant to short term rent the dwelling unit. Urquhart responded no.

Motion made by **Smolenska**, seconded by **Owens**, to approve a request to amend a Special Land Use Permit for a two-family dwelling located at 215 S. 1<sup>st</sup> St. (parcel #70-03-20-451-012), based on the information submitted for review and subject to the following condition(s):

1. *All conditions of the BLP and DPW shall be met.*

Roll call vote. All ayes. **Motion passed.**

---

**Case 24-27: A request consider a special land use permit for two-family dwelling at 222 Franklin Ave. (parcel #70-03-20-453-004)**

Urquhart presented the case. He said property owner Katie Broekhoff would like to convert the building from a residential above retail, into a two-family dwelling. The lower level was formerly a salon and would be converted into a dwelling. The two-family would require a special land use.

Urquhart said there are 4 parking spaces in the rear of the property, satisfying the ordinance for a minimum of 2 spaces per dwelling unit.

Dora opened the public hearing at 7:20 pm.

Motion made by **Skelly**, seconded by **Pierce** to close public hearing. All ayes. Motion passes.

Chair Dora closed the public hearing at 7:21 pm.

Galligan expressed concern over the parking lot and the location of the dumpster. Skelly also was concerned.

Motion made by **Pierce**, seconded by **Smelker** to approve Case 24-27, a request for a Special Use Permit for a two-family dwelling at 222 Franklin (parcel #70-03-20-453-004) based on the information submitted for review, subject to the following condition:

1. *The applicant shall submit a property boundary survey depicting the location of parking and the dumpster.*

Roll call vote. All ayes. **Motion passed.**

---

**Case 24-28: A request consider a special land use permit for a short term rental at 222 Franklin Ave. (parcel #70-03-20-453-004)**

Urquhart introduced the case. He said the property fronts a key street and a driveway access off Franklin Ave. which provides the site to be eligible as a short term rental in the Southside District. He said the site

plan and floor plan provided by the applicant indicates there would be no improvements made the property or the home.

Chair Dora opened the public hearing at 7:36pm.

Kirsten Runschke, 1609 Pine Ridge Dr., suggested a property boundary survey may be helpful to delineate the concerns raised by the commissioners.

Motion made by **Skelly**, seconded by **Galligan** to close public hearing. All ayes. Motion passes.

Chair Dora closed the public hearing at 7:38pm.

Galligan and Skelly would like to see screening in the rear of the property. Broekhoff was receptive to adding landscape screening to the rear yard.

Pierce commented there are too many short term rentals in the vicinity.

Dora recommended to have a definitive property boundary survey, which includes the recording of a shared driveway agreement as required per Sec. 40-605.

Motion made by **Smolenska**, seconded by **Galligan** to approve Case 24-28, a request for a Special Use Permit for a short term rental at 222 Franklin (parcel #70-03-20-453-004) based on the information submitted for review, subject to the following conditions:

1. *Sleeping occupancy shall be limited to 6 persons per dwelling unit due to the limitation of 2 parking spaces per unit.*
2. *Property boundary survey shall be submitted to delineate the shared driveway and easements necessary for.*
3. *If property boundary reveals the dumpster is on the owner's property, it shall be removed or screened.*

Roll call vote. All ayes. **Motion passed.**

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**Case 24-29: A request to consider a special land use permit for two-family dwelling at 313 N. 5<sup>th</sup> St. (parcel #70-03-21-301-018)**

Urquhart presented the case. He said the property was a single family dwelling, wanting to be converted by the property owner, Brian Stewart into a two-family dwelling. A two-family dwelling is permitted via special land use, and upon ownership transfer, the conforming use would be solidified.

Stewart said he is not making any changes to the building size, footprint, bedrooms. He is proposing to remove the garage, add a driveway and parking pad, and improve landscaping.

Dora opened the public hearing at 7:57 pm.

Motion made by **Pierce**, seconded by **Galligan** to close public hearing. All ayes. Motion passes.

Chair Dora closed the public hearing at 7:58pm.

Commissioners expressed their concern the site plan did not include enough detail. Stewart responded since there are no exterior improvements, a detailed site plan wouldn't be necessary.

Urquhart added that a land use permit would be necessary for the driveway, and the level of detail can be included on the permit for any architectural changes, impervious surface improvements, removal of the detached structure, floor plan, and landscaping. This could be a condition of approval.

Motion made by **Skelly**, seconded by **Smolenska** to approve Case 24-29, a request for a Special Use Permit for a two-family dwelling at 313 N. 5<sup>th</sup> St. (parcel #70-03-21-301-018) based on the information submitted for review, subject to the following conditions:

1. *All conditions of the Board of Light & Power and Dept. of Public Works shall be met.*
2. *A land use permit shall be submitted to provide details of the floor plan, demolition of existing building, and architectural features.*

Roll call vote. Ayes: Smolenska, Borchers, Skelly, Galligan, Pierce, Smelker, Owens. Nays: Dora. **Motion passed.**

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**Case 24-19: A request for a site plan review for a mixed-use development at 7<sup>th</sup> St and Columbus Ave. (parcels #70-03-21-353-002, #70-03-21-353-002, #70-03-21-353-004)**

Smolenska noted she has a conflict of interest, and recused herself from discussion and voting on the case.

Urquhart introduced the case. He said 626 Columbus Ave. was rezoned from OT to NMU last year. The parcels would be all part of the Centertown Overlay district, which provided for a building height maximum of 40 ft. and lot coverage of 100%. Urquhart said the site plan changed slightly since the conceptual, with changes to exterior materials on the upper levels from stone to vinyl siding. Urquhart said the development would have an office space on the corner, and existing tenants, Guitar Haven and Tenden, would remain in the same building. The two upper levels would consist of 6 dwelling units per floor, and roof top space.

Urquhart noted the applicant abandoned the idea for a mural on the west wall, however did point out the arched windows, entrances, and doorways are imperative to the design for the development, and recommended that any change to these should be considered a major change, and subject to Planning Commission review.

Kirsten Runschke, 1609 Pine Court, said the design has improved, with an increase in transparency for the east and north elevations. She added that each residential floor will have 6-units, 2 bedrooms and 2-bathroom.

Borchers inquired if the entrance off 7<sup>th</sup> St. was needed. Runschke responded that the one-way off Columbus would be difficult for residents to come in and out, in which they would need to travel around a

block each time they entered and exited. Borchers added that the 2<sup>nd</sup> and 3<sup>rd</sup> floors went from stone to cement board, which he liked the original look.

Smelker complimented the applicant on the transparency increase. She did say there is a lot of wall space on the west wall. Runschke said building code restricts the amount of transparency for residential.

Pierce like the design of the windows. Skelly agreed. He asked if the properties were for rent or for sale. John Groothuis, 115 Sherman responded that each unit would be estimated around \$500,000 to \$575,000. Skelly asked if there would be a sustainable or low impact development practices for the development. Groothuis would be open to some practices for sustainable. He also asked about dumpsters. Runschke said there would be roll away dumpsters.

Dora asked about parking, proximity to the bicycle parking, and logistical problems with the roll away dumpsters.

Motion by **Pierce**, seconded by **Galligan**, to approve Case 24-19, a request for a site plan review for a mixed-use development at 7<sup>th</sup> & Columbus Ave. (parcels #70-03-21-353-002; 003; 004) based on the information submitted for review, subject to the following conditions:

1. *All conditions of the BLP and DPW are met.*
2. *Any proposed revisions to the arched entrances, windows, and doorways shall be considered a major change, and shall be subject to Planning Commission review.*
3. *An access easement shall be recorded and provided to the city in the occurrence the property at 7 N. 7<sup>th</sup> St. changes ownership.*

Roll call vote: Ayes: Borchers, Dora, Owens, Skelly, Galligan, Pierce, Smelker. Nays: None. Abstain: Smolenska. **Motion passed.**

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### **Zoning Board of Appeals Liaison Report**

Urquhart said there was no meeting in July or August.

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### **City Planner Report**

Urquhart reminded the commissioners the next few meetings will be busy. Will ensure that applications are held to a standard for completeness to avoid delays in Planning Commission review. Urquhart also warned applicants of some fraudulent activity regarding recent cases, and not to comply with any unauthorized request for payment.

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### **Call to the Audience; Second Opportunity**

Zach Alichar, 520 Monroe, requested his property at 520 Monroe, which is not located one key street in the OT District, be considered as a short term rental.

**Adjournment:** Chair Dora adjourned the meeting at 8:41 pm.

  
Brian Urquhart, City Planner



**CITY OF GRAND HAVEN  
GRAND HAVEN, MICHIGAN  
PLANNING COMMISSION MINUTES  
September 10, 2024**

A regularly meeting of the Grand Haven Planning Commission was called to order by Chair Dora at 7:08 pm. Upon roll call, the following members were present:

**Present:** Magda Smolenska, Vice-Chair Ryan Galligan, Jennifer Smelker, Amy Kozenecki, Dan Borchers, David Skelly, Tamera Owens, Joe Pierce, Chair Mike Dora

**Absent:** None

**Also Present:** City Planner Brian Urquhart, City Manager Ashley Latsch, Mayor Monetza, and members of the public.

**Approval of Minutes**

Motion by **Galligan**, seconded by **Skelly** to approve the minutes of the August 13<sup>th</sup> meeting as printed. All ayes. **Motion passes.**

**Approval of Agenda**

Motion by **Galligan**, seconded by **Smelker** to approve the agenda as printed. All ayes. **Motion passes.**

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**Call to the Audience; First Opportunity**

None

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**Case 24-30: Special land use, sensitive area overlay and site plan review for a mixed-used facility at 1500 Kooiman St. (parcel #70-03-28-301-019)**

Urquhart introduced the case. He said the Planning Commission approved the lot split from 1600 Kooiman earlier this year. The applicant would construct a building with architectural materials similar to Phase 1 of the condos at 815 Verhoeks. There would be two buildings, one with seven units and one with 5 units. An Access drive off Kooiman and a fire access only drive off the parking lot serving ASSEM Tech. He said the Planning Commission could approve the special land use, sensitive area overlay and site plan in one motion. Urquhart added there has been no public comment received regarding the special land sue request.

Chair Dora opened the public hearing at 7:18 pm.

Jim VerDuin of 1417 Kooiman, expressed concern about the uses. He was not sure if live/work units would be included in the condos. He also was concerned the removal of the trees would burden the deer habitat there.

Denny Dryer, 222 ½ Washington, assured the Planning Commission there would be no live/work units in the development.

Motion made by **Galligan**, seconded by **Smelker** to close the public hearing. All ayes. **Motion passes.**

Chair Dora closed public hearing at 7:23 p.m.

Pierce inquired about the self-service storage. Dryer responded the uses would be for storage of the condo owners.

Kozanecki inquired about the dumpster and snow storage. Dryer responded each unit would have a roll out cart and snow would be stored on the wetland area.

Smelker asked about signage. Dryer responded they will comply with the signage requirements in the Transitional Industrial District.

Skelly and Galligan agreed the development would be an improvement to the Kooiman industrial park.

Borchers inquired about the special land use standards for a mixed-use development. Dryer responded he will provide staff with the necessary responses. Urquhart suggested it be included as a condition of approval.

Smolenska inquired about the grasscrete requirement. Dryer said the Public Works Department did not permit the type of driveway, therefore did not pursue it.

Dora was in favor of the development.

Motion made by **Smolenska**, seconded by **Owens**, to approve Case 24-30, a request for a special land use, site plan, and sensitive area overlay review for a mixed-use development at 1500 Kooiman St. (parcel #70-03-28-301-020) based on the information submitted for review, subject to the following conditions:

1. *All conditions of the BLP and DPW are met.*
2. *Dumpster locations and snow storage locations shall be shown on amended site plan.*
3. *Landscape buffer for the north end of the parking lot is waived per Sec. 40-801.F.*
4. *Applicant shall submit to the City Planner responses to Sec. 40-116.03 and Sec. 40-544*

Roll call vote. All ayes. **Motion passed.**

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**Case 24-32: Site Plan review for an expansion to Grand Haven Christian School at 1102 Grant Ave. (parcel #70-03-28-205-001)**

Urquhart presented the case. He said Grand Haven Christian School (GHCS) requested to vacate Colfax Ave. right-of-way from Ferry St. to Albee St. earlier this year. That motion was denied by the City Council. GHCS decided to continue with their expansion. He said GHCS would construct a 31,200 sq. ft. addition to the existing school that includes gymnasium, six classrooms, restrooms and support spaces. The majority of the addition would take place on the eastern portion of the parcel. Urquhart said the use is permitted by right, and all setbacks and lot coverage for a school in the MDR district are met. A service drive off

Albee St. would also be constructed. Urquhart noted the BLP and DPW expressed concerns, and GHCS has agreed to satisfy those terms.

Also included in the plan was to provide space for children to play. Three homes on the south side of Colfax owned by GHCS would be demolished to provide play space.

Travis Vrugink, of GMB Architects, was available to answer questions from the Planning Commission. Tim Annema, 4617 Marshall Rd. Norton Shores, principal of GHCS was also available to respond to questions.

Galligan was in favor of the request.

Skelly expressed concern about parking. Suggested a written agreement for shared parking should be provided to the city. Pierce also expressed concerns about parking.

Smelker asked about public comment. Urquhart said this is permitted use and a public hearing is not necessary. Annema and Vrugink added they held a public awareness meeting in January, and the majority of the neighbors were in favor of the expansion.

Borchers asked about the demolition of the three homes and if there was any discussion of donating the homes. Vrugink said they looked into that possibility, but the homes would not be able to service relocation.

Owens asked about parcels that would be demolished, would GHCS combine them? Vrugink responded they would combine the lots.

Dora asked about students crossing Colfax and how often each day this would occur. Vrugink and Annema said they would cross during the recess period. Colfax would also have improved crosswalk markings, signage, and crossing guards during drop off and pick up periods.

Motion by **Skelly**, seconded by **Galligan**, to approve Case 24-32, a request for a site plan review for an expansion to Grand Haven Christian School at 1102 Grant Ave. (parcel #70-03-28-205-001) based on the information submitted for review, subject to the following conditions:

1. *All conditions of the BLP and DPW are met.*
2. *Applicant will need a variance from the Zoning Board of Appeals for a building height of 40 ft. in the Moderate Density Residential District.*
3. *The dumpster shall be enclosed and screened with the appropriate material as required in Sec. 40-301.03.H.*
4. *Applicant shall provide a recorded shared parking agreement with 1<sup>st</sup> Grand Haven Christian Reformed Church.*

Roll call vote. All ayes. **Motion passed.**

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**Case 24-33: Site Plan extension request for a drive thru facility at 805 S. Beacon (parcel #70-03-28-158-019)**



Urquhart introduced the case. In September 2023, the Planning Commission approved PC Case 23-34, a site plan review for a drive-through business for Caribou Coffee. Sec. 40-115.08 states a site plan is valid for a period of one year after the date of approval. According the applicant, they have been unable to submit a land use or building permit to this point. The Planning Commission may grant an extension, if there is a proven hardship and the request is granted in writing. Urquhart also noted should the PC approve the extension, the ZBA would also need to extend the variance for clear glass percentage on the primary wall.

Jeffrey Parker, of *Jeffrey Parker Architects* at 1851 28<sup>th</sup> St. Grand Rapids, said the current economic environment may have a potential negative impact on coffee sales, and therefore is requesting to delay the project construction until June 2025.

Smelker asked if June would be enough time. Urquhart responded the Planning Commission may grant as long as they see fit, but standard action would be to extend the request for an additional year.

Motion made by **Pierce**, seconded by **Smelker** to approve Case 24-33, a request to extend the site plan and special land use approval for a drive-through business located at 805 S. Beacon Blvd. (parcel #70-03-28-155-019), up to one (1) year from the date of approval, based on the following reasons:

1. *The applicant has provided evidence of a proven hardship in completing the site plan.*

Roll call vote. All ayes. **Motion passed.**

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#### **Zoning Board of Appeals Liaison Report**

Urquhart said there would be no meeting in September.

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#### **City Planner Report**

Urquhart said the Diesel Plant at 518 S. Harbor Dr. project has not started. The developers are waiting on approval for their grant from the MEDC. Regarding Grand Landing hotel, he said the developer notified him late last week the PD public hearing would need be postponed to the October 8<sup>th</sup> meeting. Urquhart noted the second adult-use marijuana retail facility has opened up, Levels Cannabis, at 1021 Jackson Ave.

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#### **Call to the Audience; Second Opportunity**

None

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**Adjournment:** Chair Dora adjourned the meeting at 8:20 pm.

  
Brian Urquhart, City Planner

ZONING BOARD OF APPEALS  
CITY OF GRAND HAVEN  
MEETING MINUTES

June 26, 2024

A regular meeting of the Grand Haven Zoning Board of Appeals was called to order by Chair Hills at 7:00 p.m. in the Grand Haven Council Chambers. On roll call, the following members were:

Present: Vice-Chair Kerry Bridges, Chair Mark Hills, Amy Kozanecki, Brendan Pool, Tyler Berg, Richard Norton

Absent: None

Also present: Brian Urquhart, City Planner

**Approval of Minutes**

Motion by Kozanecki, seconded by Berg, to approve the May 15, 2024 minutes as written. Passed unanimously with a voice vote.

**Approval of Agenda**

Motion by Bridges, seconded by Pool, to approve the agenda as written. Passed unanimously with a voice vote.

**Call to the Audience – None**

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**Case 24-05: A request by Jeanne Fricano for a variance related to a new single family dwelling at 540 Lake Ave. (parcel #70-03-29-203-015): a variance from Sec. 40-404.02.C to allow a corner front yard setback of 17.5 feet where 20 feet is the minimum in the Moderate Density Residential District.**

Chair Hills opened the public hearing at 7:05pm

Urquhart introduced the case. He said Ms. Fricano was denied a variance in April 2023 for a request to have a 15.5 ft. setback on the same lot. Ms. Fricano has since revised her home plans to provide for a narrower home, but increased the corner front setback to 17.5 feet. Ms. Fricano is also not asking for a variance against lot coverage. Urquhart noted the after a year of receiving a denial, the applicant may apply to the ZBA again.

Joe Maskas, 220 Williams, spoke in favor of the variance.

Sandy Kay Stevens, 534 Lake, spoke in favor of the variance.

Jeanne Fricano, 540 Lake, said she was forced to tear down her home in 2022. She did not know the ramifications after demolishing the home the current footprint could not be

rebuilt upon. Hills asked what work was needed to correct the home to bring into compliance. Fricano said she did not want to complete the work because the home was in too much disrepair.

Motion by Bridges, seconded by Kozanecki, to close the public hearing was carried unanimously by voice vote. Public hearing closed at 7:18pm.

The board considered the seven basic conditions.

- A. Kozanecki felt approving the variance would be contradictory to public interest of intent of the ordinance. Berg, Pool, Norton, Hills, and Bridges agreed allowing a 2.5 ft. variance for a corner front yard setback would not compromise the intent of the ordinance. Motion by Pool, seconded by Bridges, to approve Basic Condition A. Yeas: Pool, Bridges, Hills, Norton, Berg. Nays: Kozanecki. Condition A **passed**.
- B. All members agreed a single family dwelling is permitted in the MDR District. Motion by Bridges, seconded by Pool, to approve Basic Condition B. Condition B **passed** unanimously on roll call vote.
- C. All members agreed allowing a home to be built within the required corner front yard setback would not create a detrimental effect on neighboring properties. Motion by Bridges, seconded by Norton, to approve Basic Condition C. Condition C **passed** unanimously on roll call vote.
- D. Pool, Bridges, Berg and Norton believed the lot was unique with respect to other lots in the MDR district. The lot was on a corner with a very small building envelope. Hills and Kozanecki felt there was nothing unique about 540 Lake. Motion by Pool, seconded by Norton, to approve Basic Condition D. Yeas: Bridges, Pool, Norton, Berg. Nays: Hills, Kozanecki. Condition D **passed**.
- E. Pool, Berg, Hills, Bridge, and Norton felt the exceptional conditions of requiring home to be rebuilt without full knowledge of the ramifications of demolishing the home apply. Kozanecki felt Ms. Fricano did know what she was purchasing, and should conform to the rules of the zoning district. Motion by Bridges, seconded by Berg, to approve Basic Condition E. Yeas: Hills, Bridges, Pool, Berg, Norton. Nays: Kozanecki. Condition E **passed**.
- F. All members agreed there is no reasonable alternative location to place the home on the lot. Motion by Pool, seconded by Norton, to approve Basic Condition F. Condition F **passed** unanimously on roll call vote.
- G. Berg, Hills, Norton, Bridges and Pool felt the variance of 2.5 ft. was the minimum necessary to make possible the building of a home on the lot. Kozanecki felt the location of the home is not in compliance and the rules should be followed. Motion by Bridges, seconded by Bridges, to approve Basic Condition G. Yeas: Bridges, Pool, Hills, Norton, Berg. Nays: Kozanecki. Condition G **passed**.

Motion by Pool, seconded by Bridges, to approve a variance single family dwelling at 540 Lake Ave. (parcel #70-03-29-203-015), a variance from Sec. 40-404.02.C to allow a corner front yard setback of 17.5 ft. where 20 ft. is the minimum in the Moderate Density Residential District based on the fact all basic conditions A through G are met.

Yeas: Hills, Bridges, Norton, Pool, Berg. Nays: Kozanecki. The variance was **APPROVED**

on a 5-1 vote.

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**City Planner Report**

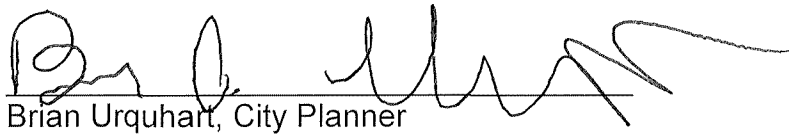
Urquhart said there would be no meeting in July.

**Call to the Audience – Second Opportunity**

None

**Adjournment:**

Motion by Bridges, seconded by Kozanecki, to adjourn. Unanimously approved by voice vote. Meeting adjourned at 7:42 pm.



Brian Urquhart, City Planner

