

CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN

AGENDA FOR

REGULAR COUNCIL MEETING

GRAND HAVEN CITY HALL* COUNCIL CHAMBERS 519 WASHINGTON AVE

MONDAY, JANUARY 6, 2025 7:30 PM

- 1. MEETING CALLED TO ORDER
- 2. ROLL CALL
- 3. INVOCATION
 - A. Pastor Emmett Brown, Trinity Church.
- 4. PLEDGE OF ALLEGIANCE
- 5. REAPPOINTMENTS TO BOARDS & COMMISSIONS
- 6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS
- 7. APPROVAL OF CONSENT AND REGULAR AGENDAS
- 8. 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.

9. PRESENTATION

A. Public Licence Recipients. Derek Gajdos, Public Works Director

10. CONSENT AGENDA

ATTACHMENT A

- A. Approve Council Regular meeting minutes for December 16, 2024.
- B. Approve the bill's memo in the amount of \$835,328.19.
- C. Approve a resolution to award the custodial services contract to Zervas Facility Maintenance in the budgeted annual amount of \$64,125.00.
- D. Approve a resolution to authorize Change Order 004 to Task Order 003, Task 006 for groundwater monitoring and reporting for the remainder of the Fiscal

Year 2024/25 with HDR of Ann Arbor, MI, in the not to exceed amount of \$160,351.00.

E. Approve the proposal from Fishbeck Engineers, of Grand Rapids, Michigan to conduct a feasibility study on the expansion of the finished water storage and standby power capacity at the NOWS water treatment plant in the budgeted amount of \$49,800.00 and authorize the Mayor and City Clerk to execute the necessary documents.

11. PUBLIC HEARING

ATTACHMENT B

- A. The Mayor opens a public hearing concerning the approval of a resolution to adopt the Northwest Ottawa County Joint Recreation Plan.
- B. The Mayor closes the public hearing.
- C. Consideration by City Council of a resolution to adopt the Northwest Ottawa County Joint Recreation Plan.
- A. The Mayor opens a public hearing concerning the approval and adoption of the Brownfield Redevelopment Plan for the 1500 Kooiman project, located at 1500 Kooiman Street, Grand Haven, MI 49417, for a period of 17 years, with an additional capture of five years for deposit into the Local Brownfield Revolving Fund.
- B. The Mayor closes the public hearing.

12. UNFINISHED BUSINESS

A. Consideration by City Council of a final resolution to approve a major amendment to Noto's Planned Development for an illuminated sign on the south wall located at 1223 S. Harbor Dr.

Administration recommends approval.

13. NEW BUSINESS

ATTACHMENT C

A. Consideration by City Council for an introductory resolution to amend the zoning map to include 700 Washington Ave.(parcel #70-03-21-358-019) in the Centertown Overlay District.

Administration recommends approval.

B. Consideration by City Council of a resolution to award the Department of Public Safety Garage Design-Build contract to Lakewood Construction of Holland, Michigan in the amount of \$36,000, and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

C. Consideration by City Council for an introductory resolution to amend the zoning map to remove the Sensitive Area Overlay designation from parcel #70-03-21-328-031.

Planning Commission recommends approval. Adminstration recommends approval.

14. CORRESPONDENCE & BOARD MEETING MINUTES ATTACHMENT D

- A. Airport Board meeting minutes of September 24, 2024.
- B. Cemetery Board meeting minutes of January 8, 2024, May 13, 2024, June 10, 2024, July 8, 2024, September 9, 2024. And October 14, 2024.
- C. Central Park Place meeting minutes of August 8, 2024.
- D. Duncan Park Commission meeting minutes of October 15, 2024.
- E. Historic Conservation District Commission meeting minutes of June 26, 2024, August 21, 2024, September 18, 2024, and October 16, 2024.
- F. Zoning Board of Appeals meeting minutes of October 16, 2024, and December 18, 2024.

15. REPORT BY CITY COUNCIL

16. REPORT BY CITY MANAGER

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 GRAND HAVEN, MICHIGAN REGULAR CITY COUNCIL MEETING MONDAY, DECEMBER 16, 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, Assistant City Manager Dana Kollewehr, Finance Director Emily Greene, Waterfront & Events Manager Brian Jarosz, and City Planner Brian Urquhart.

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Emmett Brown, Trinity Church.

APPROVAL OF CONSENT AND REGULAR AGENDAS

24-249 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin** to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Jim Hagen, 400 Lake: Commented on parking on S Harbor Drive.

Ryan Cotton, 515 Park Ave: Commented on the history of the large pine tree on the front lawn of City Hall that is decorated for the holidays.

PRESENTATION

John Kinch of Michigan Energy Options presented the Draft Community Energy Plan. The draft plan will be brought before the City Council for possible adoption in January.

CONSENT AGENDA.

24-250 Approve the Regular Council Meeting Minutes of December 2, 2024.

24-251 Approve the bill's memo in the amount of \$501,521.95.

Attachment A

Regular City Council Meeting Minutes Monday, December 16, 2024 Page 2

24-252 Approve a resolution to award a contract between the City of Grand Haven and Big Blue LLC, for the Commercial Slip at the Grand Haven Municipal Marina.

24-253 Approve FY2024-25 budget amendments for the City of Grand Haven General Fund (101), Public Improvement Fund (401), City Water Fund (591), Motor Pool Fund (661), and Sewer Authority Fund (509).

24-254 Award a contract to Monarch Tree Services of Nunica, MI 49448 in the budgeted amount of \$38,500.07 for tree removal and authorize the Mayor and the City Clerk to execute the necessary documents.

24-255 Award a contract to Parshall Tree Care of 1388 Comstock Street, Marne, MI, 49435 in the budgeted amount of \$114,220.00 for tree removal and authorize the Mayor and the City Clerk to execute the necessary documents.

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

Roll Call Vote:

This motion carried unanimously.

UNFINISHED BUSINESS

24-256 Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve a final resolution to amend Chapter 15, Article II, of the Grand Haven Code of Ordinances, to adopt the 2021 edition of the International Fire Code.

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS

24-257 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to approve a contract modification in the budgeted amount of \$568,889 with Plummer's Environmental Services, Inc. of Byron Center, Michigan for the Distribution System and Service Material Investigation Project, and authorize the Mayor and the City Clerk to execute the necessary documents.

Roll Call Vote:

This motion carried unanimously.

24-258 Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz** to approve a special event request to hold a pickleball tournament at Mulligan's Hollow, hosted by Lakeshore

Regular City Council Meeting Minutes Monday, December 16, 2024 Page 3

Pickleball Club, and receive a \$500 discount as outlined in the City of Grand Haven's special event policy.

Roll Call Vote:

Ayes: McLaughlin, Fritz, Monetza.

Nays: Lowe.

This motion carried.

24-259 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to approve a special event request to hold the Celebration of Service from 5:00 p.m. until 11:00 p.m. on Friday, June 6th and Saturday, June 7th, 2025 at Harbor Island, and apply up to a \$250 discount to the park rental fee as outlined in the City of Grand Haven's special event policy.

Roll Call Vote:

This motion carried unanimously.

Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz** to approve an introductory resolution to approve a major amendment to the Noto's Planned Development for a non-illuminated sign on the south wall located at 1223 S. Harbor Dr.

24-260 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to amend the resolution to allow for an illuminated sign as presented.

Roll Call Vote:

This motion carried unanimously.

24-261 Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz** to approve an introductory resolution to approve a major amendment to the Noto's Planned Development for an illuminated sign as presented on the south wall located at 1223 S. Harbor Dr.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz wished everyone a Happy Holidays and thanked City Staff for all the work they have done this year.

Mayor Pro-tem McLaughlin wished everyone a Happy Holidays and thanked everyone for participating in the local holiday events.

Regular City Council Meeting Minutes Monday, December 16, 2024 Page 4

Mayor Monetza complimented the various holiday events and festivities this year, and Mayor Monetza attended the Officer Scott Flahive Memorial. Mayor Monetza reminded property owners they are responsible for clearing sidewalks in front of their property.

CITY MANAGER REPORT

The New Year's Eve Ball Drop event will be on December 31st. Live music starts at 9:00 p.m. and fireworks start at midnight.

CALL TO AUDIENCE SECOND OPPORTUNITY

Jim Hagen, 400 Lake: Commented on the event held at River Haven by the Board of Light and Power and Ottawa County Community Action Agency.

Jean Madden, 1629 Gladys: Commented on the Draft Community Energy Plan.

AL	DJOURNMENT
After hearing no further business, Mayor	Monetza adjourned the meeting at 8:28 p.m.
Dobort Monotzo, Moyor	Maria Pagrama, City Clark
Robert Monetza, Mayor	Maria Boersma, City Clerk

Attachment A

373 374 384	LTGO Debt 2015 UTGO Bond Debt Fund 2020 LTGO Bond - Warber Drain	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.0 \$0.0
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
401	Public Improvements Fund	\$251.41	\$2,644.43	\$17,454.99	\$0.00	\$20,350.6
402 403 404	Fire Truck Replacement Fund Brownfield TIF Const Downtown TIF Const.	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.0 \$0.0
410 455	Harbor Island G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00 \$4,899.12 \$0.00	\$0.00 \$0.00 \$0.00	\$0.0 \$4,899.1 \$0.0
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
508	North Oltawa Rec Authority	\$0.00	\$0.00	\$0.00	\$367.97	\$367.9
509		\$21,320.94	\$135.12	\$136.25	\$119.99	\$21,712.3
509		\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
509		\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
509	9 Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
	9 GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
	9 GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
509	9 GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
	9 GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
	NOWS Operating NOWS Plant Debt	\$22,956.51 \$0.00	\$5,093.08 \$0.00	\$627.94 \$0.00	\$0.00 \$0.00	\$28,677.5 \$0.0
535 572	NOWS Replacement Housing Fund Chinook Pier Rental Fund	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.0 \$0.0 \$0.0
581	Airpark Fund	\$1,164.82	\$159.73	\$0.00	\$0.00	\$1,324.5
590	City Sewer Fund	\$829.78	\$263.38	\$1,348.71	\$0.00	\$2,441.6
591	City Water Fund	\$452,45	\$79,650.15	\$5,685.96	\$631.09	\$86,419.6
594	City Marina Fund	\$709.68	\$1,585.44	\$0.00	\$0.00	\$2,295.1
597 661 677	City Boat Launch Fund Motorpool Fund Self Insurance Fund	\$0.00 \$1,514.63 \$0.00	\$0.00 \$4,588.43 \$0.00	\$0.00 \$18,869.61	\$0.00 \$696.14	\$0.0 \$25,668.8
678 679	OPEB/Retiree Benefits Fund Health Benefit Fund	\$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.0 \$0.0 \$0.0
701	Trust & Agency Fund Tax Collection Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.0
703		\$90,325.26	\$40.75	\$7,400.87	\$0.00	\$97,766.8
	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	221,100.0

S501,521.95 Total Approved Bills \$97,766.88 Minus eligible bills for release without prior approval: including Utility, \$403,755.07 Retirement, Insurance, Health Benefit, and Tax Collection Funds

To: Ashley Latsch, City Manager

From: Emily Greene, Finance Director

01.06.25

CM Date: RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 12.20.24	ACH WARRANT 12.20.24	WARRANT 12.31.24	ACH WARRANT 12.31.24	TOTALS
101	General Fund	\$36,144.36	\$0.00	\$1,428.96	\$9,025.69	\$46,599.01
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$2,760.68	\$0.00	\$0.00	\$12,042.03	\$14,802.71
203	Local Street Fund	\$150.00	\$0.00	\$0.00	\$2,655.70	\$2,805.70
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	\$5,161.33	\$0.00	\$0.00	\$0.00	\$5,161.33
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		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	UTGO Inf Debt Fund					
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	\$41,367.81	\$0.00	\$0.00	\$37,008.75	\$78,376.56
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	\$170.00	\$170.00
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
				\$0.00		\$0.00
458	2015 UTGO Bond Inf Fund	\$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	\$41,027.67	\$0.00	\$5,194.85	\$21,052.94	\$67,275.46
	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
	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$3,196.88	\$0.00	\$0.00	\$466.75	\$3,663.63
	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	NOWS Replacement					\$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	\$0.00
581	Airpark Fund	\$39.22	\$0.00	\$564.96	\$1,237.50	\$1,841.68
590	City Sewer Fund	\$125,009.20	\$0.00	\$0.00	\$2,351.21	\$127,360.41
591	City Water Fund	\$7,888.63	\$0.00	\$0.00	\$8,356.19	\$16,244.82
594	City Marina Fund	\$239.22	\$0.00	\$0.00	\$141.47	\$380.69
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$3,399.33	\$0.00	\$0.00	\$17,124.13	\$20,523.46
677	Self Insurance Fund	\$72,747.25	\$0.00	\$0.00	\$0.00	\$72,747.25
678	OPEB/Retiree Benefits Fund	\$1,336.39	\$0.00	\$0.00	\$0.00	\$1,336.39
679	Health Benefit Fund	\$1,367.80	\$0.00	\$0.00	\$0.00	\$1,367.80
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund					\$374,671.29
703	Tax Collection Fund	\$239,950.70	\$132,700.91	\$2,019.68	\$0.00	
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$581,786.47	\$132,700.91	\$9,208.45	\$111,632.36	\$835,328.19

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

DATE: December 23,2024

SUBJECT: Custodial Contract Recommendation

The Department of Public Works (DPW) solicited and opened bids for custodial services for the City of Grand Haven. The City received five bids. After reviewing the bids, staff recommends that the City Council approve a three-year contract with Zervas Facility Maintenance (Zervas). Zervas Facility Maintenance has been performing custodial services for the City following custodial staffing changes, prompting the City to secure a temporary cleaning service. Based on multiple factors, including price, work history, and reference checks, staff recommends continuing service through Zervas Facility Maintenance for a total annual cost of \$64,125.00, or \$5,343.75 monthly.

Staff is confident that Zervas will meet and exceed the custodial needs of each city building based on their familiarity with city facilities and the high level of service they have demonstrated to date. While there are challenges to establishing a new service, their communication and willingness to address issues that have arisen during the learning stages have exceeded staff expectations. Management at Zervas has promptly responded to any necessary adjustments to the schedule and cleaning procedures as directed.

During the RFP process, we received bids from five custodial companies. The certified low bid was from Professional Building Services of Norton Shores, Michigan, in the amount of \$3,280 monthly. Concerns were raised about the scope of service and frequency of cleanings, given the current length of time required to clean facilities by Zervas and our history with internal custodial staff. Staff anticipates that this option would eventually force us to end our contract with them prematurely, causing us to go through the bidding process again.

The next low bid was from Grand Rapids Building Services of Grand Rapids, Michigan, in the amount of \$6,994.20 monthly. Again, staff is concerned that the bid amount does not reflect the scope of work that needs to be done at the level expected by the City.

The final bid staff considered was from Corporate Cleaning of Grand Rapids, Michigan, in the monthly amount of \$8,224.00. Reference checks prompted concerns from City staff that the level of service provided would not meet our expectations.

After the City's custodial staff unexpectedly left this past summer, Zervas provided services for the City. Staff deliberated and made the recommendation for Zervas to be awarded the contract. After that decision was made, there was an internal discussion to bring back a retired custodian and have a hybrid system of on-staff and contracted labor. The scope of work to be contracted changed, thus altering the original bid amount from Zervas. Per cleaning amounts were used to make a fair comparison between bidders.

Previously, these services were provided in-house for a total annual custodial staff cost of \$388,373.20, including benefits. The new on-staff custodial position is part-time, with no benefits, at an annual cost of \$39,234, resulting in a cost savings to the City.

It is the recommendation of City staff that the Council approve a professional services contract with Zervas Facility Maintenance of Norton Shores, Michigan, in the amount of \$64,125.00 annually for custodial services and authorize the Mayor and City Clerk to execute the necessary documents

DL

Derek Lemke Facilities and Grounds Manager

CITY OF GRAND HAVEN CONTRACTOR SERVICES AGREEMENT

This Agreement is made as of <u>January 6, 2025</u> 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 <u>Zervas Facility</u> <u>Maintenance</u> the address of which is <u>5905 Grand Haven Road</u>, <u>Norton Shores MI</u>. <u>49441</u>(the "Contractor").

RECITALS

- A. The City wishes to provide for <u>Custodial Services</u> (The "Project").
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment to **Custodial Services**, 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 <u>January 6, 2025</u> 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 <u>Basic Services, Materials and Equipment</u>. 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 <u>Additional Services</u>. 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 <u>Termination</u>. 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 <u>Insurance</u>. 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 <u>Phases</u>. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications dated <u>January 6</u>, 2025
- 2.2 <u>Commencement and Completion</u>. Work shall commence and not be interrupted until completion on or before **January 6, 2028**

ARTICLE III COMPENSATION AND PAYMENT

- 3.1 <u>Compensation.</u> The City shall pay the Contractor the sum of <u>\$64,125.00 annually</u> 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 <u>Billing and Payment</u>. The Contractor will submit monthly invoices to the City for a <u>Pro rata</u> 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 compete to the City's reasonable satisfaction.
- 3.3 <u>Liens</u>. 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 <u>Notices</u>. 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 <u>Governing Law</u>. 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 <u>Waiver of Breach</u>. 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 <u>Enforcement</u>. 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 <u>Headings</u>. 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 <u>Conflicts</u>. 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.

WITNESSES:	THE CITY OF GRAND HA
	By:
	Robert Monetza, Mayor
	Ву:
	Maria Boersma, City Clerk
	THE CONTRACTOR:
	By:
	Its
	By:
	Its

Addendum 1 Date: October 21, 2024

ADDENDUM 1

City of Grand Haven 519 Washington Street Grand Haven, MI 49417

DRAWING REVISION NO: N/A **SHEETS ISSUED HEREWITH:** N/A

SPECIFICATION SECTIONS ISSUED HEREWITH: 1.1 Basic Services, Materials

and Equipment & Exhibit "A" page 18.

BIDS DUE: N/A

This Addendum is a part of the Contract Documents and modifies the previously issued Bidding Documents.

ITEM NO. 1

Amend the contract to read as follows:

- 1.1 Basic Services, Materials and Equipment
- **1. Key Usage:** Keys issued by the City are to be used solely by the individual to whom they were issued. Unauthorized use or duplication of keys is strictly prohibited.
- **2. Background Checks:** All employees of the Contractor must pass a comprehensive background check prior to being assigned to work in any City buildings. The Contractor is responsible for ensuring compliance with this requirement.
- **3. Employment Status:** All personnel working on City properties must be direct employees of the Contractor. Subcontracted employees are not permitted without prior written authorization from the City.
- **4. Schedule and Scope of Service:** There shall be no changes to the schedule or scope of services provided under this contract without prior written authorization from the City.
- **5.** Compliance with City Policies: The Contractor must comply with all City policies and procedures at all times while performing services under this contract.

The parties have executed this Addendum as of the date noted above.

WITNESSES:	THE CITY OF GRAND HAVEN
	By:Robert Monetza, Mayor
	By: Maria Boersma, City Clerk
	THE CONTRACTOR
	By:
	Its:By:
	Its:

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

May 28, 2024

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

It is the intent of the City of Grand Haven to receive bids for "Custodial Service" 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: Maria Boersma, City Clerk, before 10:00 a.m. local time, Wednesday, July 24, 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 "Custodial Service".

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 Street, Grand Haven, Michigan 49417; or online from the City's Web site: 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 Facilities and Grounds Manager Department of Public Works City of Grand Haven,

7/08/2024

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.

- 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,

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.

- 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 Clerk's 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 Clerk's 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. **REFERENCES:** The bidder shall supply three references with name and contact information. References can be from current or past accounts or jobs.
- 20. **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

21. **REFERENCES:** Please list three (3) references (Municipal Government) wherein your company has provided pavement marking services of this type being proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.

SON NUMBER	E
	SON NUMBER

NOTE

Previous experience and performance may be a factor in making the award.

End of Instructions to Bidders Section

SCOPE OF SERVICES

The scopes of services which the successful bidder will be expected to perform are outlined below:

- The contractor will be responsible for the cleaning of all City of Grand Haven buildings. Those buildings include, City Hall, Department of Public Safety, Department of Public Works, and Waste Water Building.
 - o Additional buildings and services may be available at a future time
- Contractor to supplies all cleaning products.
- City of Grand Haven to supply all paper products, trach bags and soap.
- The scope of services that will be provided by the contractor will include the following.
 - o * Please see attachments

Waste Water Treatment Plant. 1525 Washington Ave. Grand Haven MI. 49417

Days Cleaned: Monday, Tuesday, Wednesday, Thursday, Friday

Tasks to Complete- Monday through Friday

- Entry Way
 - o Clean all entry glass
 - Wipe down/ disinfect all surfaces
 - Dust high and low
 - o Garbage and recycling emptied
 - o Glass cleaned
 - o Vacuum
 - o Empty trash
 - o Wipe/ disinfect all handles and other touch points
 - Clean bathrooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned
 - Soap dispensers filled
 - All paper products filled
- Lab Area
 - o Do not clean lab tables
 - Dust applicable surfaces high and low
 - o Garbage and recycling emptied
 - o Sweep floors
 - o Mop floors
 - o Clean sinks
- Breakroom
 - o Dust all surfaces high and low
 - o Glass cleaned
 - Wipe tables and chairs
 - o Garbage and recycling emptied
 - Disinfect counter tops
 - o Clean sink
 - o Refill paper towel dispenser
 - o Refill soap
 - o Clean and disinfect drinking fountain
 - Sweep floors

- o Mop floors
- o Wipe fridges
- o Wipe microwaves
- Back entrance
 - o Sweep floors
 - o Mop floors
 - o Dust all surfaces high and low
 - o Wipe and disinfect tables
 - o Wipe fridge
 - o Wipe microwave
 - o Clean sink
 - o Refill paper towel dispenser
 - o Refill soap

Public Safety. 525 Washington Ave. Grand Haven MI. 49417

Days Cleaned: Monday, Tuesday Wednesday, Thursday, Friday

Tasks to Complete

- Clean main lobby
 - o Clean entry glass door
 - o Window sills cleaned
 - Wipe down/ disinfect all surfaces
 - o Dust high and low
 - o Glass cleaned
 - o Vacuum- including rugs
 - Empty trash
 - Wipe handles and other touch points
- Main floor offices
 - o All surfaces dusted, high and low
 - o Vacuum carpets and rugs
 - o Glass cleaned
 - o Sink wiped and disinfected
 - Drinking fountains wiped and disinfected
 - Wipe and disinfect countertops
 - All garbage and recycling emptied and gathered from locked offices
 - o Door handles and other touch points wiped and disinfected
 - Tops and backs of computers
 - o Desks wiped and disinfected
- Stairwells
 - o Clean and disinfect handrails
 - Sweep and mop
 - o All surfaces dusted high and low
- Lower Level
 - o Sweep and mop hallway
 - o Clean bathrooms/ locker rooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned
 - Soap dispensers filled

- All paper products filled
- Wipe down and disinfect showers where applicable
- Empty trash in gym
- Mainfloor break room
 - o Wipe refridgerator
 - o Wipe microwave
 - o Wipe and disinfect countertops
 - o Vacuum
 - o Empty trach
- Training room
 - o All surfaces dusted high and low
 - o Vacuum
 - o Empty trash
 - o Glass cleaned
 - o Window sills wiped
 - o Clean wood work
 - Wipe tables and chairs
 - o Door handles cleaned and disinfected

Department of Public Works. 1120 Jackson St. Grand Haven MI. 49417

Days Cleaned: Monday, Tuesday Wednesday, Thursday, Friday

Tasks to complete:

- Clean lobby area
 - o Clean entry glass door
 - Wipe down/ disinfect all surfaces
 - o Dust high and low
 - o Glass cleaned
 - o Vacuum
 - Empty trash
 - Wipe handles and other touch points
- Clean all five offices
 - o All surfaces dusted high and low
 - o Garbage and recycling emptied
 - o Vacuum
 - o Glass cleaned
 - Desks disinfected
 - Wipe handles and other touch points
- Break room
 - o Dust all surfaces high and low
 - o Glass cleaned
 - Wipe tables and chairs
 - o Garbage and recycling emptied
 - Disinfect counter tops
 - o Clean sink
 - o Refill paper towel dispenser
 - o Refill soap
 - o Clean and disinfect drinking fountain
 - Sweep floors
 - o Mop floors
 - o Wipe fridges
 - Wipe microwaves
- Bathrooms
 - o Toilet bases cleaned
 - o Toilet bowls cleaned
 - o Stalls wiped/ disinfected

- o Mirrors cleaned
- o Soap dispensers filled
- o All paper products filled
- o Soap dispenser wiped down
- o Paper towel dispenser wiped down
- o Sinks cleaned
- o Dusting all surfaces high and low
- o Floors swept and mopped
- Crew leader office
 - o All surfaces dusted high and low
 - o Garbage and recycling emptied
 - o Vacuum
 - o Glass cleaned
 - o Desks disinfected
 - o Wipe handles and other touch points

City Hall. 519 Washington Ave. Grand Haven MI. 49417

Days Cleaned: Monday, Tuesday Wednesday, Thursday, Friday

Tasks to Complete:

- First floor
 - o Clean all entry glass
 - o Wipe down/ disinfect all surfaces
 - Dust high and low
 - o Glass cleaned
 - o Vacuum
 - Empty trash
 - Wipe/ disinfect all handles and other touch points
 - o Clean and polish woodwork as needed
 - Clean three bathrooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned
 - Soap dispensers filled
 - All paper products filled
- Clean City Manager's Office suite
 - o All surfaces dusted high and low
 - o Garbage and recycling emptied
 - o Vacuum
 - o Glass cleaned
 - o Desks disinfected
 - Wipe/ disinfect handles and other touch points
 - o Clean conference table
- Clean Clerk's Office suite
 - o All surfaces dusted high and low
 - o Garbage and recycling emptied
 - o Vacuum
 - o Glass cleaned
 - Desks disinfected
 - Wipe/ disinfect handles and other touch points
- Stairs and Elevator
 - Sweep and mop stairs and landing

- All carpet vacuumed
- o All surfaces dusted high and low
- o Clean glass ceiling at stair landing
- Wipe/ disinfect touch points in elevator
- Polish wood detail in elevator as needed

Second Floor

- Clean Finance and Human Resources Office suite
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe/ disinfect handles and other touch points
- o Clean Harbor Transit and City Planners office suite
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe/ disinfect handles and other touch points

Basement

- o Clean breakroom
 - Dust all surfaces high and low
 - Glass cleaned
 - Wipe tables and chairs
 - Garbage and recycling emptied
 - Disinfect counter tops
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap
 - Clean and disinfect drinking fountain
 - Sweep floors
 - Mop floors
 - Wipe fridges
 - Wipe microwaves



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT RYAN HENDRICKSON PRODUCER HENDRICKSON AGENCY PHONE 616-935-7996 FAX (A/C, No): 616-607-2501 (A/C, No, Ext): 616 MILLER DR TEAM@HENDRICKSONAGENCY.COM ADDRESS: GRAND HAVEN, MI 49417 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: FARM BUREAU INSURANCE CO OF MICHIGAN INSURED **INSURER B** ZERVAS FACILITY MAINTENANCE LLC INSURER C: 5905 GRAND HAVEN RD INSURER D : MUSKEGON, MI 49441 INSURER E INSURER F **COVERAGES CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY INSR TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR PREMISES (Ea occurrence) 10,000 MED EXP (Any one person) Υ BO-11444828 09/06/2023 | 09/06/2024 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ 2,000,000 X POLICY Loc PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** (Ea accident) ANY AUTO **BODILY INJURY (Per person)** \$ OWNED SCHEDULED AUTOS ONLY HIRED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY AUTOS ONLY (Per accident) \$ UMBRELLA LIAB **EACH OCCURRENCE** OCCUR \$ **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** \$ DED **RETENTION \$** \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT N/A OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

CERTIFICATE HOLDER	CANCEL LATION	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF GRAND HAVEN 519 WASHINGTON AVE GRAND HAVEN, MI 49417 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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HENDRICKSON AGENCY				PHONE (A/C, No, Ext): 616-935-7996 FAX (A/C, No): 616-607-2501						
616 MILLER DR					E-MAIL ADDRESS: TEAM@HENDRICKSONAGENCY.COM					
GRAND HAVEN, MI 49417					AUDICE	.00.			I	NAIC#
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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PRODUCER					CONTACT RYAN HENDRICKSON					
HENDRICKSON AGENCY					PHONE (A/C, No, Ext): 616-935-7996 FAX (A/C, No): 616-607-2501					
616 MILLER DR					E-MAIL ADDRE	SS: TEAM@	HENDRICKS	ONAGENCY.COM		
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CITY OF GRAND HAVEN

519 Washington Ave Grand Haven, MI. 49417

Date Bid Received	Bidder	City,State	Total Bid Amount
7/23/2024	Professional Building services	Norton Shores, MI	\$3,900/ month
7/24/2024	Zervas Facility Maintenance	Norton Shores, MI	\$11,400/ month
8/5/2024	Charles Monroe	Lansing, MI	\$14,720/ month
8/7/2024	Grand Rapids Building Services	Grand Rapids, MI	\$6,994.20/ month
8/7/2024	Corprate Cleaning	Grand Haven, MI	8225.92/ month

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Eric Law – Water Filtration Plant Superintendent

FROM: Derek Gajdos - Public Works Director $\mathcal{D}\mathcal{G}$

DATE: December 26, 2024

SUBJECT: HDR - Change Order 004 for Task Order 003, Task 006

In the City's continued remediation effort and for compliance with state and federal requirements, HDR submitted Change Order 004 for Task Order 003, Task 006 for additional ground water monitoring through the end of the current fiscal year (June 30, 2024) totaling \$160,351.

Utilizing the newly agreed upon authorization process with the BLP (attached), this change order was brought before the BLP Board on December 19th. The BLP Board unanimously authorized the change order. In compliance with the City's purchasing policy, this change order must be approved by the City Council.

Therefore, city staff request City Council authorize Change Order 004 with HDR of Ann Arbor, MI for Task Order 003, Task 006 in the not to exceed amount of \$160,351 and authorize the Mayor and Clerk to sign the necessary documents.

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



MEMORANDUM

TO: Rob Shelly – BLP General Manager

CC: Ashley Latsch – City Manager

Eric Law – Water Filtration Superintendent

FROM: Derek Gajdos - Public Works Director $\mathcal{D}\mathcal{G}$

DATE: December 10, 2024

SUBJECT: Change Order 004 – Task Order 003 Task 006 – CCR Groundwater Sampling and

Reporting for Remainder of FY 24/25

As the City continues to comply with EPA and EGLE groundwater sampling and reporting compliance activities, HDR has prepared a change order for those services through June 30, 2025. Current funds authorized under Change Order 001 for Task 003 will be depleted with the January 2025 reporting requirements.

The scope and task associated with the CCR groundwater sampling and reporting will continue until all CCR rule requirements are satisfied.

Therefore, city staff recommends the BLP Board authorize Change Order 004 to Task Order 003, Task 006 in the not to exceed amount of \$160,351. If approved, this item will be placed on the City Council Agenda for final approval in compliance with the Harbor Island COGH/GHBLP Harbor Island Approval Procedure and the City's Purchasing Policy.

If you have any questions regarding the proposal, please let me know.

GRAND HAVEN COGH/GHBLP HARBOR ISLAND APPROVAL PROCEDURE

Scope:

The purpose of this document is to outline the approval process for expenditures related to the environmental cleanup of Harbor Island. This procedure is intended to be utilized when both the City Council and the Board of Light and Power are expected to fund or sign for a particular scope of services or contract related to Harbor Island. This document will also serve as a guideline for responsibility of each department/personnel involved.

Date Effective: October 17, 2024 - BLP Approved

November 4, 2024 - Council Approved

Supersedes: None

Background:

The City has taken the lead role in the Harbor Island cleanup efforts and has appointed the DPW Director as the project manager for these projects. As the project manager the DPW Director will have contract execution authority for items approved through this process by way of signature of the Mayor and City Clerk per the City Charter. Therefore, all contracts will be in the name of the City of Grand Haven. BLP staff will work with and support as needed City staff throughout these projects. After approval and completion of the work, including progress invoices, the City shall invoice the BLP for its portion of the costs.

100% City Funded Procedure:

- 1. The project manager shall follow the standard purchasing and approval procedures and policies of the City. No action by the BLP is required.
- 2. The project manager will adhere to all City policies and procedures.

100% BLP Funded Procedure:

- 1. The project manager will present BLP staff with the proposed scope of work, costs, and rationale for the expenditure.
- 2. BLP staff will review the proposal and work with City staff to address any questions or concerns.
- 3. If the proposal is below or equal to the BLP General Manager's approval limit, the GM will evaluate and approve.
- 4. If the proposal is above the BLP General Manager's approval limit, the proposal will be placed on the Board's meeting agenda for discussion/approval.
- 5. Upon BLP approval the project manager shall have authority to sign and proceed with the work.
- 6. The project manager will seek City Council approval due to the expenditure being on a reimbursement basis.

Mixed City/BLP Funded Procedure:

1. The project manager will present BLP staff with the proposed scope of work, costs, and rationale for the expenditure.

- 2. BLP staff will review the proposal and work with City staff to address any questions or concerns.
- 3. If the proposal is below or equal to the BLP General Manager's approval limit, the GM will evaluate and approve.
- 4. If the proposal is above the BLP General Manager's approval limit, the proposal will be placed on the Board's meeting agenda for discussion/approval.
- 5. Upon BLP approval the proposal will be placed on the Council's meeting agenda for discussion/approval.
- 6. Upon Council approval the project manager shall have authority to proceed with the work.



October 17, 2024

Derek Gajdos Public Works Director City of Grand Haven Grand Haven, MI 49417 dgajdos@grandhaven.org

Re:

Change Order #004 for Task Order 003 for HDR's Task 006 Former J.B. Sims Generating Station Annual Groundwater Sampling + Reporting through June 30, 2025

Dear Derek,

HDR appreciates the opportunity to continue to assist the City of Grand Haven with the Coal Combustion Residuals (CCR) compliance at the former J.B. Sims Generating Station (Sims) owned by the Grand Haven Board of Light & Power (GHBLP). This scope amendment is for HDR to continue the groundwater sampling and reporting through June 30, 2025.

Task Order

This scope amendment is for HDR to continue the groundwater sampling and reporting through June 30, 2025.

Task 006 – Groundwater Monitoring - CCR

PART 1.0 PROJECT DESCRIPTION:

As HDR continues to support the City of Grand Haven (City) with environmental services related to the Former J.B. Sims (JBS) Generating Station at Harbor Island, this Change Order 004 to Task Order 003 will include additions in funding for the following task as a continuation of our services:

Task#	Description
Task 006	Groundwater Monitoring – CCR

This change order (#004) to task order (TO #003) covers groundwater compliance related activities in relation to CCR constituents only and for the activities and reports listed below. It is anticipated that the remaining budget from Change Order #001 covering Task 006 will be spent by October 2024 and will only cover the sampling in October 2024 and associated reporting due in January 2025.

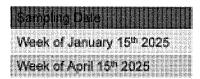
hdrinc.com

1000 Oakbrook Dr., Suite 200, Ann Arbor, MI 48104-6815 (734) 332-6300

PART 2.0 SCOPE OF SERVICES

Task 006 Quarterly Ground Water Monitoring & Reporting – CCR

The sampling events to be performed under Change Order #004 to Task Order #003 will be as follows:



For each sampling event, the following is typically performed:

- Collect water level data from wells, staff gauges, piezometers, and stilling wells before each sampling event.
- Surface water and groundwater sample collection and analysis in compliance with the Hydrogeologic Monitoring Plan
- · Data validation for each sampling event.
- · Data management for each sampling event.
- Water level and water quality data analysis, interpretation, contouring, mapping, and graphing for each sampling event.
- Statistical analysis to evaluate for exceedances after each assessment monitoring event.

HDR will send the groundwater samples to Trace Analytical for analysis of federal CCR Rule Appendix III and Appendix IV parameters plus State Part 115 parameters and total suspended solids.

MEETINGS

HDR anticipates frequent meetings with the team and EGLE; therefore, HDR has included a "consultation" sub-task to capture strategy meetings since this demonstration requires alignment between technical and legal interpretation of the rule.

HDR will allocate the following hours through June 30, 2025:

- Lara Zawaideh, 10 hours
- Molly Reeves, 10 hours

DELIVERABLES

- Draft Quarterly Monitoring Reports (April 2025)
- Final Quarterly Monitoring Reports (April 2025)



SCHEDULE

The First Quarterly Monitoring Report is due on April 30

KEY UNDERSTANDINGS

- HDR is allocating 10 hours per report to address comments from EGLE on the submitted reports.
- Because the change order only includes tasks through June 2025, the data interpretation, statistics and quarterly reporting that coincides with the April 2025 sample event (included herein) is not included in this scope and will be added to a subsequent change order to cover the next fiscal year.
- Under another task HDR has proposed to complete a Facility Evaluation Report that
 may identify CCR management units, which may require groundwater monitoring. If
 that is the case, additional groundwater monitoring locations may be necessary.

PROJECT MANAGEMENT

HDR will provide management to initiate, monitor and review technical deliverables for this task. HDR will assign a dedicated Project Manager who will be responsible for the overall execution of this task, including scheduling, coordination with the city and monitoring the scope, schedule, and budget. HDR's Project Manager will update the current Project Management Plan (PMP) to reflect the additional scope, schedule, and budget associated with this task order.

PART 3.0 OWNER'S RESPONSIBILITIES:

Provide HDR's Team access to site.

PART 4.0 PERIODS OF SERVICE:

• HDR anticipates these services will be performed through June 30, 2025.

PART 5.0 ENGINEER'S FEE:

The Engineering Fee presented below is based on the 2024 Rate Schedule previously provided by HDR to the City of Grand Haven with a 3% annual escalation rate to determine 2025 billing rates

Task#	Task Description	Hours	Labor	Subcontractors	Expenses	Total
006	CCR Groundwater Sampling + Reporting	672	\$104,174	\$48,977	\$7,200	\$160,351
Total		672	104,174	\$48,977	\$7,200	\$160,351

PART 6.0 OTHER

Vice President | Michigan Area Manager

None.

Approval

We appreciate the opportunity to continue this work with the City. If you have questions, please feel free to contact me at 734-332-6405 or Lara.Zawaideh@hdrinc.com.

ENGINEER	CLIENT	
(Approval required by all listed below)	(Approval required by authorized s	signatory)
Lara Zawaideh (Oct 17, 2024 18:53 EDT) Project Manager Lara Zawaideh, PE ENV SP Associate Vice President Area Business Development Leader	Authorized Signatory	Date
Authorized Signatory: Date Khaled S. Soubra, PhD, PE, LEED AP	Authorized Signatory	Date

Memorandum ----

NORTHWEST OTTAWA WATER TREATMENT PLANT

To: Ashley Latch, City Manager

cc: Derek Gajdos, Public Works Director

From: Eric Law, Water Filtration Plant Superintendent

Date: December 19, 2024

Re: Feasibility Study on the Expansion of the Finished Water Storage and Standby

Power Capacity at the NOWS Water Treatment Plant



This memorandum emphasizes the need for an engineering feasibility study to assess and plan to expand the NOWS water storage capacity to meet our community's growing demand. While adequate for today's needs, the NOWS filtration plant capacity is rapidly reaching its limits due to population growth, rising water consumption, and unpredictable climate patterns. Customer demand during peak demand hours is approaching unsustainable levels and is now regularly exceeding 80% of the plant's 23.25 MG capacity during the summer months. The risk to the system if changes are not made is periodic system depressurization, making water unsafe to drink and disrupting fire suppression due to lack of water pressure. Boil water alerts and mandatory water restrictions would be the only response.

NOWS management is proactively working on a two-pronged approach to address our capacity challenges. Together, demand management and strategic infrastructure expansion are considered the best path forward. To better understand the most cost-effective approach to combining the two, NOWS leadership is recommending a feasibility study to help guide the way.

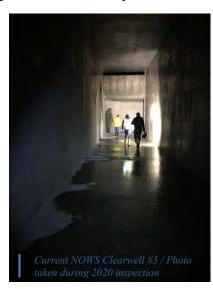
Demand Management

Demand management, particularly for lawn irrigation, presents challenges that are not unique to

any one community. Customers' resistance to change and perceived inconvenience are significant headwinds in a battle to change behaviors. Countless municipalities have proven that efforts to change usage behavior complex and slow-moving. Assume this to be no different in the NOWS communities. Because of water demand growth and demand management challenges, NOWS management and engineers have been exploring strategies to maximize our current water production infrastructure with strategically timed expansion projects.

Expansion Study

Engineers and management believe it is worth exploring increasing ground storage levels at the NOWS plant. Increasing storage could help balance demand fluctuations by storing water during low-demand periods and releasing it during peak hours. This has the potential to improve system reliability, reduce the risk of service interruptions, and



optimize operational costs. In addition, storage expansion could delay full-scale facility expansion by years. A feasibility study hopes show that right-sized investment in finished water storage capacity may help meet current peak demand needs. Even if the study does not meet the goal of relieving todays' peak demand, the engineering investment will not be wasted—it will seamlessly transition to future projects by offsetting future engineering expansion costs.

Water Plant Backup Generator

Engineers are also asked to explore an upgrade to the 1986 Cummins diesel standby generator as part of a study to expand ground storage capacity at the WTP. The current 600kW generator,



designed for an 8.8 MGD average demand, has been well-maintained but does not meet the plant's growing needs. Summer demand now exceeds 80% of the plant's 23.25 MGD capacity for an average of five-hours daily. Any extended power outage during peak demand would likely exhaust storage capacity within ten's-of-minutes. As utility power faces greater demands, modern water systems are more commonly designed to support higher standby power capacities. Upgrading the NOWS generator would ensure the plant can meet both current and future power needs. This capital improvement supports capacity expansion and is considered a necessary compliment to the discussion of any expansion done to the NOWS facilities.

Conclusion

Fishbeck Engineers/Architects/Scientists/Constructors is the engineer of record for the successful design and

construction of the current Northwest Ottawa Water Treatment Plant. Since the launch of the NOWS plant 38-years ago, Fishbeck has been the sole source for any and all expansions, modifications and capital projects requiring engineering design for the NOWS WTP. NOWS leadership believes the long-term relationship with Fishbeck has served the city well and Fishbeck has proven a deep commitment to the quality and understanding of the NOWS process. NOWS leadership has elected keeping Fishbeck as the sole-source contractor for this project justified by their long standing working relationship and institutional knowledge that they bring. An engineering study by Fishbeck will provide the insight and materials needed to make decisive, data-driven decisions on possible solutions to the current peak demand challenges the NOWS water filtration plant faces. Therefore, NOWS management recommends that the Grand Haven City Council approve the proposal of \$49,800.00 from Fishbeck of Grand Rapids, Michigan, to complete an engineering feasibility study on expanding water storage and standby power capacity at the NOWS WTP.

2

CITY OF GRAND HAVEN CONTRACTOR SERVICES AGREEMENT

This Agreement is made as of <u>January 6th, 2025</u>, 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 <u>Fishbeck Engineering</u> the address of which is, <u>1515 Arboretum drive</u>, <u>SE</u>, <u>Grand Rapids</u>, <u>Michigan 49546</u> (the "Contractor").

RECITALS

- A. The City wishes to provide a <u>Feasibility Study on the Expansion of the Finished Water Storage and Standby Power Capacity at the NOWS Water Treatment Plant</u> (The "Project").
- B. To complete the Project, the City requires engineering services to provide the necessary labor, materials, and equipment for a Feasibility Study on the Expansion of the Finished Water Storage and Standby Power Capacity at the NOWS Water Treatment Plant as described under the scope of services, attached as **Exhibit A** as specified in the Invitation and incorporated by reference.
- C. The Engineer'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 on <u>January 6th</u>, <u>2025</u>, selected the Engineer to complete the Project.

AGREEMENT

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

ARTICLE I CONTRACTOR'S RESPONSIBILITIES

- 1.1 <u>Basic Services, Materials, and Equipment</u>. 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 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 the 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 Contractor's expense 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 an extension of construction time may be authorized by the City Manager. Other changes will require City Council approval.
- 1.2 <u>Additional Services</u>. 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 <u>Termination</u>. Should the Contractor fail to perform any of its duties satisfactorily 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 <u>Insurance</u>. 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 <u>Phases</u>. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions, and Specifications dated <u>January 6</u>, <u>2024</u>.
- 2.2 <u>Commencement and Completion</u>. Work shall commence and not be interrupted until completion on or before <u>June 30, 2025</u>.

ARTICLE III COMPENSATION AND PAYMENT

3.1 <u>Compensation.</u> The City shall pay the Contractor the sum of <u>\$49,800.00</u>, 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 before performing such services.

- 3.2 <u>Billing and Payment</u>. The Contractor will submit a final lump sum invoice upon project completion.
- 3.3 <u>Liens</u>. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its buildings, improvements, fixtures, or appurtenances, or any other City property with first securing a valid judgment against the City.

ARTICLE IV MISCELLANEOUS

4.0 Insurance.

The City shall not be required to obtain or maintain any insurance covering the Contractor, its agents, or its employees. The Contractor shall obtain and maintain all necessary and appropriate insurance policies covering the negligent and wrongful acts of its employees and agents, including professional and or general commercial liability in an amount not less than \$1,000,0000, which shall protect from claims arising out of performance of professional and or commercial caused be negligent error, omission or act for which the insured is legally liable and which shall remain effective through the end of the project. The City shall be named as an additional insured under the Contractor's general liability policies. The Contractor shall provide any necessary unemployment and worker's disability compensation coverage. The Contractor shall provide copies of all insurance showing the premiums to be fully paid.

- 4.1 <u>Notices</u>. Any notice or other communication to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, with a 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 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 because of this Agreement.
- 4.3 <u>Waiver of Breach</u>. 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 <u>Enforcement</u>. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs for such action, including, without limitation, actual, reasonable attorney's fees.
- 4.5 <u>Headings</u>. 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, which are incorporated by reference. No other oral statements or prior or contemporaneous written material not expressly 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 this Agreement, the parties rely solely upon the representations and agreements in this Agreement and no others.

4.7 <u>Conflicts</u>. 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: Bob Monetza, Mayor
	By: Maria Boersma, City Clerk
	THE CONTRACTOR: By: Sum Sulf 12/30/2024

Exhibit A



1515 Arboretum Drive, SE Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

November 6, 2024

Eric Law
Water Plant Manager
City of Grand Haven
Northwest Ottawa Water Treatment Plant
30 Sherman Avenue
Grand Haven, MI 49417

Proposal for a Feasibility Study on the Expansion of the Finished Water Storage and Standby Power Capacity at the NOWS Water Treatment Plant

Fishbeck is pleased to submit this proposal to provide professional engineering services for a Water Treatment Plant (WTP) Storage Study for the Northwest Ottawa Water Treatment Plant (NOWS) for the City of Grand Haven. Our proposed scope of services and associated fees are described within.

Scope of Services

- 1. Conduct a Project Kickoff Meeting:
 - a. While we are very familiar with the NOWS water treatment facility, plant operators possess hands-on expertise invaluable in guiding the direction of the project. At the kickoff meeting, Fishbeck will introduce team members and set up protocols for communication during the study. We will finalize the schedule including milestone dates for reviews, site visits, exchange of background information, etc. The meeting will develop the following items:
 - Review goals for the study.
 - Describe information required from the City of Grand Haven (City) to complete the evaluations.
 - Identify design criteria to be used by Fishbeck in the evaluations.
 - Discuss plans for future expansion of the water system, added services, etc., that will impact future water use.
- 2. Identify targeted long-term capacity goals:
 - a. While average day water demands have remained stable over the last 10 years, maximum day demands continue to increase. The water treatment plant capacity goals will be developed in consideration with the demand projects from the recently completed 2022 Reliability Study, the most recent EGLE sanitary survey and input from the City regarding potential increases in demands within the existing service area or due to changes in the service area boundaries.
- 3. Evaluate finished water storage and high service pumping capacity expansion alternatives:
 - a. Hydraulic modeling: we plan to build a hydraulic model of the treatment process from the intake to the high service pump discharge. The hydraulic model will be used to evaluate the impact various clear well volumes have on plant operations. We will calibrate the model using City provided data and perform extended period simulations of various maximum day demand scenarios.
 - b. Finished Water Storage: Evaluate the potential to construct additional finished water storage at the WTP site. Determine potential locations and infrastructure needed to integrate that storage into the existing system.
 - c. High Service Pumping: If the water treatment plant capacity were to be increased in the future, it is anticipated that expansion of the high service pumping capacity would be necessary. We plan to evaluate

Fishbeck | Page 2

plan to consider an alternative where a high service pump building is constructed either stand alone or in conjunction with additional onsite finished water storage.

- 4. Evaluate Stand-by Power capacity expansion alternatives:
 - a. The existing generator is a 600-kW generator which can run approximately half the WTP. The minimum requirements of the Michigan Safe Drinking Water Act (Part 12 of Act 399) are to be able to provide enough power to meet the average day demand. We understand there is a desire to have additional standby power capacity to serve a prolonged power outage during peak summertime water demands.
 - b. We plan to evaluate power requirements for the expansion alternatives and identify the sizing requirements to meet both average day demand and to operate at the design capacity of the plant.
 - c. We will evaluate options where either two smaller generators or one larger standalone generator is provided which is adequately sized to operate the entire plant.
 - d. We will also consider implications of potentially transitioning future high service pumps to medium voltage, particularly in a scenario where a new standalone high service building is constructed.
- 5. Evaluate site layout and space needs for the planned improvements.
- 6. Develop a preliminary process flow schematic of the recommended improvements.
- 7. Develop the preferred conceptual design alternative with the conceptual plan drawings (not construction drawings).
- 8. Develop a conceptual timeline with durations for design, bidding, and construction activities.
- 9. Review the constructability and sequencing of the proposed modifications to determine how plant and system operations will be impacted.
- 10. Develop a total project cost estimate.
- 11. Evaluate potential options for funding these capital improvements.
- 12. Summarize the information in a Technical Memo.

Professional Services Fees

Fishbeck proposes to provide the services described herein for a lump sum fee of Forty-Nine Thousand Eight Hundred Dollars (\$49,800).

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Darcy McWilliams (dmcwilliams@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 616.464.3807 or bdphillips@fishbeck.com.

Sincerely,

Brian D. Phillips, PE

Per Muly 11

Vice President/Senior Water and Wastewater Engineer

By email Attachment

Exhibit A



1515 Arboretum Drive, SE Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

Professional Services Agreement

PROJECT NAME
Feasibility Study on the Expansion of the Finished Water Storage and Standby Power
Capacity at the NOWS Water Treatment Plant

FISHBECK CONTACT
Brian D. Phillips, PE

CLIENT
City of Grand Haven

CLIENT CONTACT Eric Law

ADDRESS 30 Sherman Avenue, Grand Haven, MI 49417

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Provide professional services in accordance with the Fishbeck letter proposal dated November 6, 2024.

AGREEMENT. The Agreement consists of this page an ⊠ Terms and Conditions for Professional Services, a ⊠ Proposal dated November 6, 2024. □ Other:		
METHOD OF COMPENSATION: □ Lump Sum for Defined Scope of Services □ Hourly Billing Rates plus Reimbursable Expenses □ Other:		
Budget for Above Scope of Services: Forty-Nine Thou ADDITIONAL PROVISIONS (IF ANY): None	sand Eight Hundred Dollars (\$49,800).	
APPROVED FOR:	ACCEPTED FOR:	
City of Grand Haven	Fishbeck	
BY:	BY: Per Shelly M	
TITLE:	TITLE: Vice President	
DATE:	DATE: November 6, 2024	

Terms and Conditions for Professional Services

- METHOD OF AUTHORIZATION. Client may authorize Fishbeck to proceed with work either by signing a
 Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other
 communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis
 of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with
 these Terms and Conditions is rejected.
- 2. CLIENT RESPONSIBILITIES. Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
- 3. HOURLY BILLING RATES. Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
- 4. REIMBURSABLE EXPENSES. Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
- 5. OPINIONS OF COST. Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
- 6. PROFESSIONAL STANDARDS. The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
- 7. TERMINATION. Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
- 8. SUBCONTRACTORS. Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
- 9. PAYMENT TO FISHBECK. Invoices will be issued every 4 weeks, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.
 - Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.



- 10. HAZARDOUS WASTE. Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
- 11. LIMITATION OF LIABILITY. To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.
 - To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.
 - Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 12. DELEGATED DESIGN. Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
- 13. INSURANCE. Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
 - Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.
 - Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
- 14. INDEMNIFICATION. Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
- 15. CONSEQUENTIAL DAMAGES. To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
- 16. LEGAL EXPENSES. If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

- 17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
- 18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
- 19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.
 - Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

Attachment B

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



MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

Derek Lemke, Facilities and Grounds Manager

FROM: Dana Kollewehr, Assistant City Manager \mathcal{DK}

DATE: December 23, 2024

SUBJECT: Resolution of Adoption for the Northwest Ottawa County Recreation Plan

In collaboration with Grand Haven Township, Spring Lake Township, Village of Spring and City of Ferrysburg, the City of Grand Haven has been in the process of updating the collaborative region-wide recreation plan, *Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2025-2029.*

In the spring of 2024, PM Blough was hired to facilitate the region-wide update which included a community-wide survey conducted by the Frost Center, review and discussion by the Grand Haven Parks and Recreation Board, and a 30-day public comment period which ends on January 3, 2025. The draft plan has been available on the City's website and public comment period advertised in the Grand Haven Tribune as well as social media posts online.

The update will help the City meet the required criteria of the Michigan Department of Natural Resources Grant Section for Community Recreation Plans and provide eligibility for MDNR grants for the MNRTF, LWCF, Passport and Marina funding sources as well as any other new initiatives created by the MDNR during the life of the Plan.

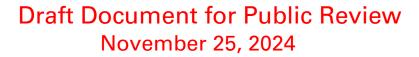
It is recommended that City Council adopt a resolution adopting *Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County 2025-2029,* and authorize the Mayor and City Clerk to execute the necessary documents.

Explore the Grand Region:

A Community Parks and Recreation Plan in Northwest Ottawa County

2025-2029

Encompassing the Communities of:
City of Ferrysburg
City of Grand Haven
Grand Haven Charter Township
Spring Lake Township
Village of Spring Lake













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Explore the Grand Region:

A Community Parks and Recreation Plan in Northwest Ottawa County

2025-2029

Participating Communities City of Ferrysburg **City of Grand Haven Grand Haven Charter Township Spring Lake Township** Village of Spring Lake

Ferrysburg City Council

Richard Carlson, Mayor William Mongomery, Mayor Pro-Tem Michael DeWitt Debbie Murdoch Bill Cate Jake Stearley Jerry Sias

Grand Haven Charter Township Board

Mark Reenders, Supervisor Laurie Larsen, Clerk William Kieft, III, Treasurer **Howard Behm** Andrea Dumbrell Joy Gaasch **Bob Wagenmaker**

Grand Haven City Council

Robert Monetza, Mayor Kevin McLaughlin, Mayor Pro-tem Michael Fritz Karen Lowe Vacant

Spring Lake Township Board of Trustees

Jerry Rabideau, Supervisor H. Carolyn Boersma, Clerk Jim Koster, Treasurer Boni Norwood Cathy Pavick **Ernie Petrus** Ande Scherf

Village of Spring Lake Council

Mark Powers, Village President Joel TePastte, President Pro-Tem Dan Abbott Michael Duer Susan Petrus Patrick Roggenbau Lesley Van Leeuwen-Vega

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Table of Contents

7	Introduction
Q	Community Description
9 9	Jurisdiction of the Plan
9	Community Population
11	Grand Region Plan Jurisdiction Area Map
	Grand Region Fian Jurisalction Area Map
<u>13</u>	Administrative Structure
13	City of Ferrysburg
15	City of Grand Haven
18	Grand Haven Charter Township
21	Spring Lake Township
24	Village of Spring Lake
29	Recreation Inventory
29	Consolidated Plan Area Parks
29	Public Recreation Lands and Facilities
29	Public School Lands and Facilities
29	Non-Profit Lands and Facilities
29	Private For-Profit Recreation Facilities
30	Parks of the Grand River Harbor Region Map
31	Grand Region Facilities Chart
33	City of Ferrysburg Parks
45	City of Grand Haven Parks
73	Grand Haven Charter Township Parks
85	Spring Lake Township Parks
95	Village of Spring Lake Parks
109	ADA Accessibility Assessment of Existing Park Facilities
113	Area Trail and Pathway Maps
119	Ottawa County Parks and Recreation Commission
132	Michigan Department of Natural Resources Parks & Lands
133	Other Recreation Facilities
134	School Facilities within the Planning Area
136	Previous Michigan Department of Natural Resources Recreation Grants
147	Planning Process
147	Regional Joint Planning Effort
147	Establishment of Joint Community Recreation Plan Committee
147	Recreation Inventory and ADA Assessments
147	Development of Goals and Objectives
148	Development of Action Program
148	Development and Review of Plan Draft
148	Support from Recreational Boards, Commission and Committees
-	11

Explore the Grand Region 2025-2029

Draft Review Document

149	Public Input Process	
149	Early Public Input Community Recreation Survey	
149	Thirty Day Public Comment Period	
149	Public Hearings and Plan Adoption Minutes	
149	Resolutions of Adoption of the Plan by Five Governmental Units	
<u> 151</u>	Goals and Objectives	
151	City of Ferrysburg	
154	City of Grand Haven	
158	Grand Haven Charter Township	
164	Spring Lake Township	
168	Village of Spring Lake	
171	Action Plan	
171	Community Potential Land Acquisitions List	
174	Community Potential Project List	
175	City of Ferrysburg Action Plan	
177	City of Grand Haven Action Plan	
179	Grand Haven Charter Township Action Plan	
182	Spring Lake Township Action Plan	
185	Village of Spring Lake Action Plan	
187	Supplemental Documentation	
	Transmittal Letters to Regional Planning and Ottawa County	
	Public Hearing Minutes and Plan Adoption Resolutions	
	Certification Checklists	

Appendix A: Frost Research Center Survey for the *Northwest Ottawa Parks 2024 Recreation Survey*

Introduction

This plan, Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2025-2029, replaces the previous plan, with the same title for the years 2019-2024. The plan has been created as a joint community recreation plan which covers the five communities located in the northwest corner of Ottawa County, City of Ferrysburg, City of Grand Haven, Grand Haven Charter Township, Spring Lake Township, and Village of Spring Lake. In addition to their locations, these communities also share similar natural resources of the Grand River basin which flows into Lake Michigan, the Lake Michigan Dune ecosystems, and other natural features. The communities are linked by a unique system of bridges over the Grand River, thereby the Grand River providing a common feature to all of the communities, while also a point of geographic separation.

There are many potential benefits to coordinated recreational planning for multiple community governmental agencies including increased efficiencies in providing park and recreation opportunities, access to increased funding sources, greater protection and identification of natural resources, greater potential for identifying creative ways of accomplishing recreation goals, public media coverage, expanded public support, economic advantages, and shared long-term vision and goals.

To facilitate the planning process, the five communities established a Joint Recreation Plan Development Committee in which each community assigned one representative. The five communities determined that the best way to complete a joint recreation plan was to retain a recreation consultant to assist in the plan development. The five communities again jointly retained the firm of PM Blough, Inc. to assist in the development of the recreation inventory, public input, the planning process, and the writing of the plan document. The Committee oversaw the planning effort, and the Committee members served as liaisons between the Committee and their respective communities.

The comprehensive inventory has been updated of the recreational facilities within the five governmental jurisdictions. The results of this inventory are included in the Recreation Inventory section of this document and are broken into resources by each governmental unit as well as summarized as a whole community. The overall regional mapping of public parks into one map and the creation of an updated unified park facilities inventory chart, were updated as well. Individual Park sheets are included for each park in a unified manner which can also be used for additional uses beyond the plan such as local websites and informational handouts.

During the planning process, the community input was gathered through the implementation of a scientific based survey conducted by the Frost Research Center of Hope College. Public input was gathered by a formal survey which included a total of 547 resident surveys through on-line responses and phone interviews. The results were presented for both the Community as a whole, as well as broken down by each governmental unit. Further in-depth stakeholder surveys were conducted with advocates/program staff representing aging adults, residents with disabilities and coaches/program staff. The full results of the survey are included within the Appendix Section of this plan. The results were utilized by the planning team to identify future recreational projects, potential deficiencies, and overall public responses to where, when, and how the community desires to recreate.

The document is based on the format provided by the State of Michigan Department of Natural Resources for community recreation planning. It contains plan sections that include the Community Description, Administrative Structure, Recreation Inventory, Goals and Objectives, and Action Plan, and Planning Process. It is the intent of this document to provide a foundation for recreational planning and development within the Community. The communities are not bound by an authority, but rather are jointly approving this plan individually.

Community Description

Jurisdiction of the Plan

This plan provides a cooperatively developed plan for the communities of the City of Ferrysburg, City of Grand Haven, Grand Haven Charter Township, Spring Lake Township, and the Village of Spring Lake, all located within northwest Ottawa County. These communities all share a common link to the Grand River, and a focus on its connecting waters of Spring Lake, adjacent bayous, and Lake Michigan. Together, these communities comprise approximately 62.2 square miles and a consolidated population of roughly 49,760 people based on the 2020 US Census.

Community	Total Area in Square Miles
City of Ferrysburg	3.6 Square Miles
City of Grand Haven	7.4 Square Miles
Grand Haven Charter Township	29.5 Square Miles
Spring Lake Township	20.0 Square Miles
Village of Spring Lake	1.74 Square Miles
Total Area:	62.2 Square Miles

Historically the community developed as three separate cities, Grand Haven, Spring Lake, and Ferrysburg with each of these communities located independently on different sides of the Grand River and Spring Lake. As development and modern construction developed, the communities were connected with bridges, making access between them quick and easy. Over time, the communities have grown together as well as outward into the neighboring townships of Spring Lake Township and Grand Haven Charter Township. Many of the recreational activities, festivals, and programs are offered as community wide opportunities. This cooperative atmosphere continues to grow and thrive. As a result, in 2015, these communities determined it would be best to expand this to planning for the future vision collectively for the northwest Ottawa County region, being referred to here as the Grand Region.

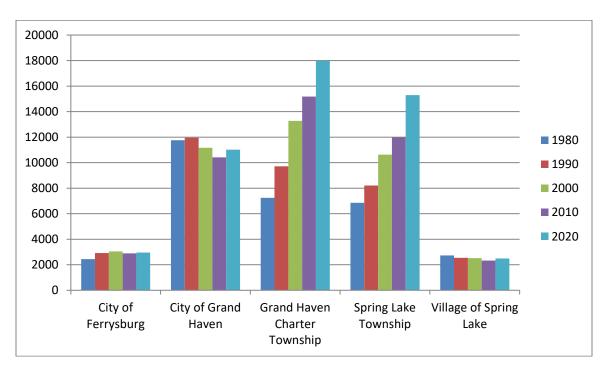
This Recreation Plan has been developed to provide for cooperative planning regarding recreational facility needs and development.

Community Population

Northwest Ottawa County overall continues to show growth, with an area wide rate of 16% over the last decade. The greatest growth was seen in Grand Haven Charter Township and Spring Lake Township with modest growth for the City of Ferrysburg, City of Grand Haven, and the Village of Spring Lake. Based on the 2020 US Census data, the combined population of the five communities is:

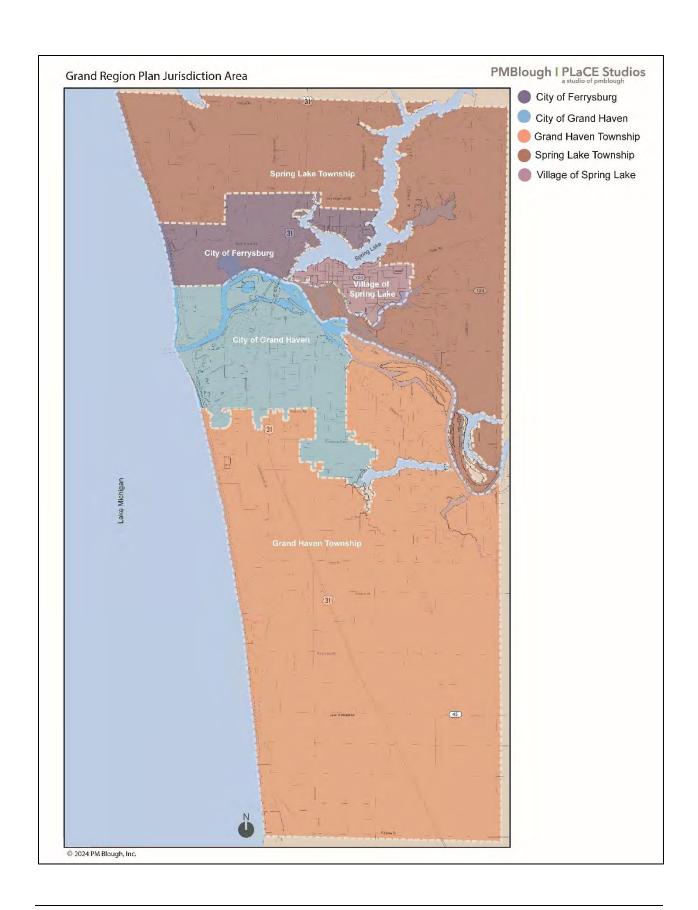
Community	Number of Persons
City of Ferrysburg	2,952 persons
City of Grand Haven	11,011 persons
Grand Haven Charter Township	18,004 persons
Spring Lake Township	15,296 persons
Village of Spring Lake	2,497 persons
Total for 2010 US Census	49,760 persons

Comparison of Total Population by Community 1980-2020



Grand Region Jurisdictional Area

A map showing the Grand Region jurisdictional area is shown on the following page.



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City of Ferrysburg Administrative Structure

Administrative Structure

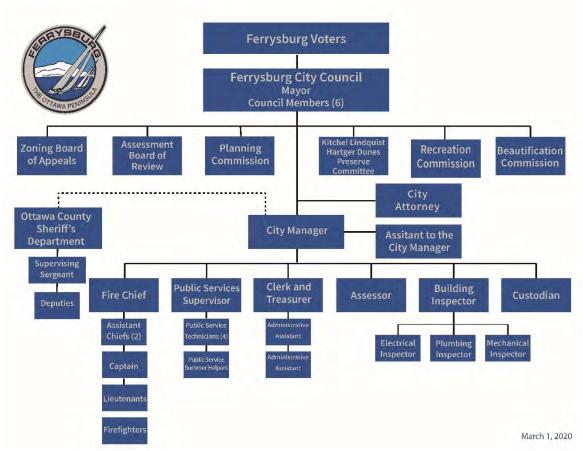
The City of Ferrysburg is administered by a seven-member City Council led by the mayor. The Mayor's term is for two years and City Council Member terms are for four years. Regarding parks and recreation, the City Council approves the yearly budget, acquisition of lands, oversight of capital development projects, approval of City acceptance of grants, and establishment of park policies and ordinances.

City Staff and Administration

The daily operation of the City and oversight of the City staff is the responsibility of the City Manager who is appointed by the City Council. The city parks are administered by the Public Services Department with five full-time and two seasonal employees who are assigned to parks and recreation facility maintenance.

Organization Chart

An organization chart of the City Structure follows:



Recreation Commission

The Ferrysburg City Council established, by ordinance, a seven-member Recreation Commission that advises the City Council regarding parks and recreation matters. The Recreation Commission meets as needed to provide guidance to the planning, development, and operation of the parks within the City. The Michigan Enabling Legislation for the establishment of a Recreation Commission is 1929 PA312 Metropolitan District Act which provides for Charter Commissions.

Funding for Parks

Funding for the development and maintenance of the parks is provided by the City's General Fund which has a 2024-2025 parks budget of \$248,500 for park operation and a capital development budget of \$300,000 for park improvements. The General Fund includes an additional budget item of \$11,187 for programming as a contribution to the Northwest Ottawa Recreation Authority.

Northwest Ottawa Recreation Authority (NORA)

The City of Ferrysburg is a member of the Northwest Ottawa Recreation Authority (NORA), an authority that provides recreational programming for the member communities included within the Grand Haven Area Public Schools boundaries including the City of Ferrysburg, City of Grand Haven, Grand Haven Township, and Robinson Township, and Port Sheldon Township. The Grand Haven Area Public Schools is also a supporting entity through the use of school facilities. Funding for the Authority is provided by member communities, revenues generated from the programs, and various grants and sponsorships. Member agencies also provide park athletic facilities for use by the NORA programs, as well as other local non-profits.

Local Non-profits & Volunteers

Local Non-profit organizations providing recreational programming are included in the Recreation Inventory Section of the Plan as they encompass the entire community.

City of Grand Haven Administrative Structure

Administrative Structure and City Council

The City of Grand Haven, by charter, operates under a Council-Manager form of government. The Grand Haven City Council is comprised of a Mayor and four Council members elected at large who serve two and four year terms respectively. The City Council appoints a Chief Administrative Officer (City Manager) whose responsibility is to carry out priorities and goals of the City Council including the fiscal budgeting for parks operation and maintenance, park capital development, land acquisition, grant acceptance and recreation within the community. Park rules and policies are set by the City Council as part of the City Ordinances with recommendations from the Parks and Recreation Board.

Parks and Recreation Board

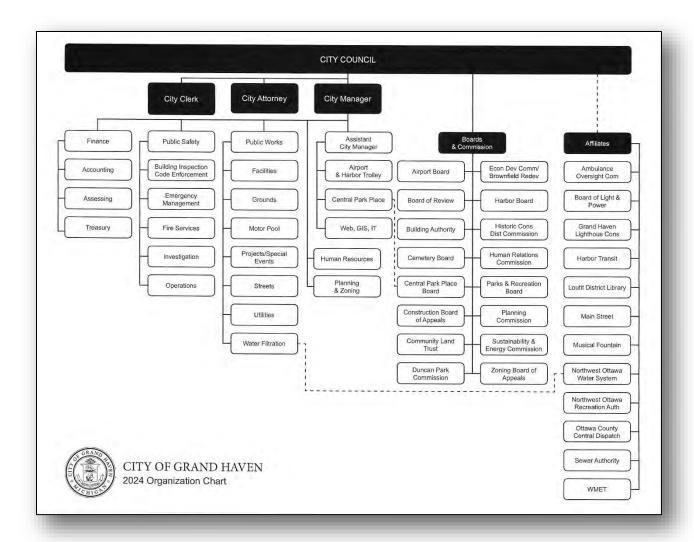
The City Charter "affords citizen participation in the affairs of the city government for the purpose of determining community needs and means of meeting such needs through the government of the city." (City charter Section. 7.14) The Parks and Recreation Board is one of the boards listed in the Charter and is comprised of five Grand Haven citizen volunteers who are appointed by the City Council for a term of five years. The establishment of the Parks and Recreation Board is allowed through the Michigan enabling legislation 1917 PA 156 Recreation and Playgrounds. The Parks and Recreation Board meets monthly to provide guidance regarding the planning, development, and operation of the City's parks by making recommendations to the City Council for final approval.

City Staff

The parks are maintained and operated by the Grounds Service Area and the Maintenance Service Area of the Department of Public Works with four full time employees and up to fifteen summer seasonal employees dedicated to the parks, as well as one half SWAP crew. These employees assist with community volunteers and maintain the parks infrastructure year-round. The Public Works Director assigns the Special Projects Manager as the staff liaison to the Parks and Recreation Board.

Organization Chart

An organization chart depicting the functions and lines of authority is shown on the following page.



Funding for Parks and Recreation

Funding for the development and maintenance of the parks is provided by the City's General Fund, with a 2024 budget for park operation and maintenance of \$1,030,940 and a capital development budget of \$735,000. The General Fund includes a budget of \$35,000 for programming as a contribution to the Northwest Ottawa Recreation Authority.

Northwest Ottawa Recreation Authority (NORA)

The City of Grand Haven is a member of the Northwest Ottawa Recreation Authority (NORA), an authority that provides recreational programming for the member communities within the Grand Haven Area Public Schools boundaries including the City of Ferrysburg, City of Grand Haven, Grand Haven Township, and Robinson Township, and Port Sheldon Township. The Grand Haven Area Public Schools are supporting the entity through the use of school facilities. Funding for the Authority is provided by member communities, revenues generated from the programs, and various grants and sponsorships. Member

agencies also provide park athletic facilities for use by the NORA programs, as well as other local non-profits.

Local Non-profits & Volunteers

Local Non-profit organizations providing recreational programming are included in the Recreation Inventory Section of the Plan as they encompass the entire community.

Grand Haven Charter Township Administrative Structure

Township Board

The Grand Haven Charter Township Board is the main legislative body of the Township. It is comprised of a supervisor, clerk, treasurer, and four trustees elected at large. Each of the officials is elected to serve four-year terms. The role of the Board is to develop legislative policies which include the adoption of all planning documents and the establishment of the yearly fiscal budget. In regard to Parks and Recreation, the Township Board approves all park planning documents, policies and financial budgets as well as capital development. One member of the Township Board serves on the Parks and Recreation Committee.

Township Planning Commission

The Planning Commission is comprised of nine members who are appointed by the Township Board. One member is a member of the Township Board, and a second member is a Zoning Board of Appeals member. The Planning Commission reviews and makes formal recommendations to the Township Board regarding planned unit developments, planning policies, ordinances, and master plans. One member of the Planning Commission serves on the Parks and Recreation Committee to provide insight to the committee and provide a liaison to the Commission regarding recreational planning and interface of park properties with surrounding land uses. At the direction of the Township Board, the Planning Commission reviews the plan and provides a recommendation to the Township Board, prior to Township Board approval.

Parks and Recreation Committee

The Parks and Recreation Committee members are appointed by the Township Board. The committee was formed in 1988 to involve the community in the development of Mercury Park. Since that time, the Committee has continued to assist in the overall direction and development of the entire park system. The Committee acts in an advisory role to the Township Board and includes one Township Board member. The Committee provides review and recommendation of the plan to the Township Board regarding adoption of the plan.

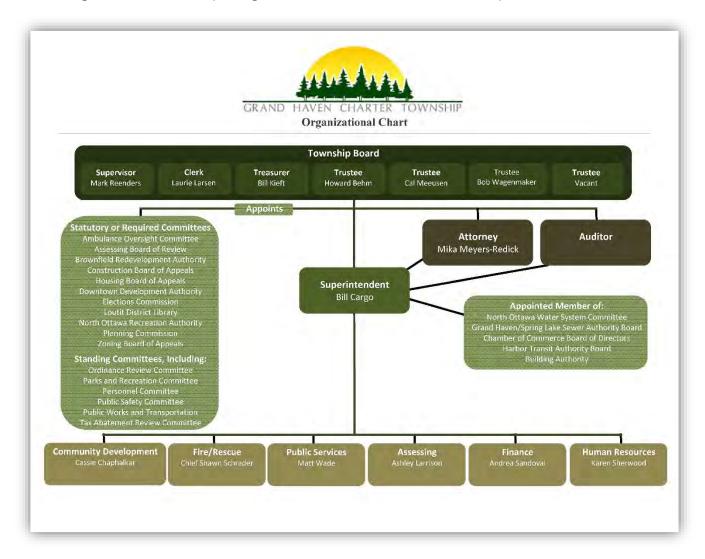
Township Staff and Organization

Administration of the Township's operations is the responsibility of the Township Superintendent. The Superintendent is contracted as an employee by the Township Board. The Superintendent implements the board's legislative policies through the day-to-day operations. The Township has sixty-one staff persons involved in the day-to-day operations including the Township public services, parks, finances, building and zoning, as well as public safety.

The care of the parks is by one full-time employee assigned to the maintenance of the parks who is assisted by four part-time employees. The Public Services Department provides additional assistance for year-round maintenance such as mowing, repairs to facilities, and cleaning. Public Services are also responsible for overseeing the development of capital improvement projects. The Public Services Director serves as a staff person to the Park and Recreation Committee. The Ottawa County Sheriff and the Township Fire/Rescue Department provide security for the parks. The non-motorized pathway system, considered separate from the parks system, has one full-time staff person assigned to the care and maintenance of the 30 miles of pathways.

Township Organization Chart

An organization chart depicting the functions and lines of authority is shown below.



Parks and Recreation Funding

Funding for the care and development of the parks is located via the General Fund. In the 2025 Fiscal Year, the projected annual expenditures for parks are \$735,040. Expenses against these funds are projected at \$241,040 for full-time and seasonal employees and administration. \$61,000 is the Township's contribution to the Northwest Ottawa Recreation Authority Program.

The development phase of the Township's Non-Motorized Pathway System was funded by an initial ten-year 0.90 mil levy, which was approved by the voters in 1990. The second phase was approved by Township voters in 1998, when the Township proposed a \$1,732,000 general obligation unlimited tax bond. The second debt rate expired in 2008. Construction was completed based on the initial bond sales. In 2016 voters approved a millage in the amount of 0.45 mils, for a total bond amount of \$4,500,000. Construction of the additional ten miles of pathway was completed in 2019. The new millage of 0.42 for the Pathway System is to be levied in late 2024.

Northwest Ottawa Recreation Authority (NORA)

The Grand Haven Charter Township is a member of the Northwest Ottawa Recreation Authority (NORA), an authority that provides recreational programming for the member communities included within the Grand Haven Area Public Schools boundaries including the City of Ferrysburg, City of Grand Haven, Grand Haven Township, and Robinson Township, and Port Sheldon Township. The Grand Haven Area Public Schools is also a supporting entity through the use of school facilities and oversight of the NORA staff and funds. Funding for the Authority is provided by member communities, revenues generated from the programs, and various grants and sponsorships. Member agencies also provide park athletic facilities for use by the NORA programs, as well as other local non-profits.

Local Non-profits & Volunteers

Local Non-profit organizations providing recreational programming are included in the Recreation Inventory Section of the Plan as they encompass the entire community.

Spring Lake Township Administrative Structure

Township Board and Administrative Structure

Spring Lake Township is a General Law Township incorporated in 1849 that is led by a seven-member elected Board of Trustees comprised of a supervisor, clerk, treasurer, and four trustees elected at large. Each of the officials is elected to four-year terms. The role of the Board is to develop legislative policies which include the adoption of all planning documents and the establishment of the yearly fiscal budget. The Board employs a Township Manager that serves as liaison between the Township staff and Board. In regard to Parks and Recreation, the Township Board approves all park planning documents, policies and financial budgets as well as capital development.

Parks and Recreation Committee

The Parks and Recreation Committee is comprised of seven volunteer members of the community appointed by the Township Board who serve in an advisory role. The Committee is assisted by the Township Community Development Director and Parks Department. The Parks and Recreation Committee provides input to the Township Board and staff regarding planning and development for the parks and community policies.

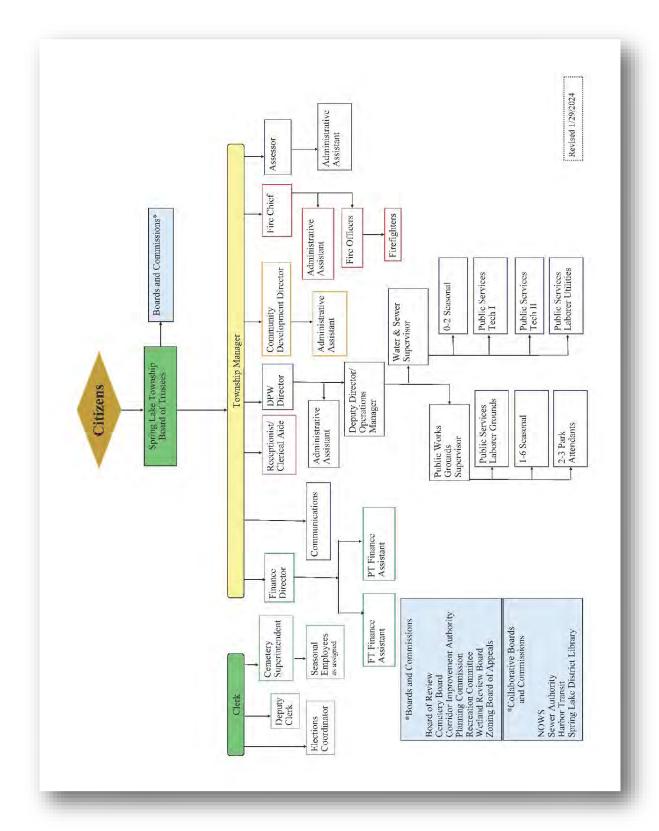
Township Staff for Park Operation

The care and operation of the parks are under the care of the Department of Public Works, which includes full-time Grounds Maintenance staff as well as seasonal assistance which are dedicated to the care of the parks. The Township has six full-time parks and recreation staff and three part-time/seasonal staff.

Organization Chart

An organization chart of the Township staff appears on the following page.

Organization Chart



General Fund Recreation Budget

The Spring Lake Township Recreation budget is funded through the General Fund of the Township. The budget for the fiscal year 2024-2025 for the Township General Fund includes \$651,800 for Parks and Recreation, with \$120,400 earmarked for operations and maintenance. Funding for capital improvements for several parks' accounts for \$223,000 of the noted total budget for this budget period.

Bicycle Path Millage

The first bike path millage was passed in the 1980's by the Spring Lake Township residents, followed by a second and third millage in 2004 and 2014. 2024 saw the Bicycle Path Renewal Millage passed for a fourth time for another 10 years until 2034. These funds have been used to create over 26 miles of bike paths throughout the Township over the last 15 to 20 years. The bike path millage is currently used to pay back bonds at a rate of approximately \$367,000 per year. A second Millage for the Bicycle millage at 0.50 mills was also passed in 2024. This millage will also extend for 10 years and will provide funding for the planning and construction of additional biking and walking paths.

Spring Lake Area Recreation Commission

The Greater Spring Lake Area Recreation Commission was established in cooperation with the contributing entities listed below. When established the entities felt it was in the best interest of their citizens to establish the commission to plan, promote, coordinate, and operate programs of indoor and outdoor public recreation. Over the many years the Commission has been able to offer these programs at low cost to the citizens. The Commission offers a variety of programs, including many sports camps, swim lessons, computer classes, theater programs as well as new and varied programs. This fund also provides funding for summer employees at Rycenga Park to ensure compliance with park rules and assist with organizing shelter rentals. Funding is provided by contributions from Crockery Township, Spring Lake Public Schools, and Spring Lake Township, as well as user fees, and donations.

Village of Spring Lake Administrative Structure

Administrative Structure and Village Council

The Village of Spring Lake is a duly incorporated municipal subdivision of the State of Michigan with operations of the Village controlled by State enabling legislation and the Village Charter. The Village Council is comprised of six councilmembers elected at-large to four-year terms, and a Village President who serves a two-year term. The Village Council oversees the development of the Village budget, including that of the parks for operation and maintenance, capital development, acquisition, acceptance of grants, and programming. The Village Council retains the Village Manager to oversee the day-to-day operation of the Village.

Village Parks and Recreation Board

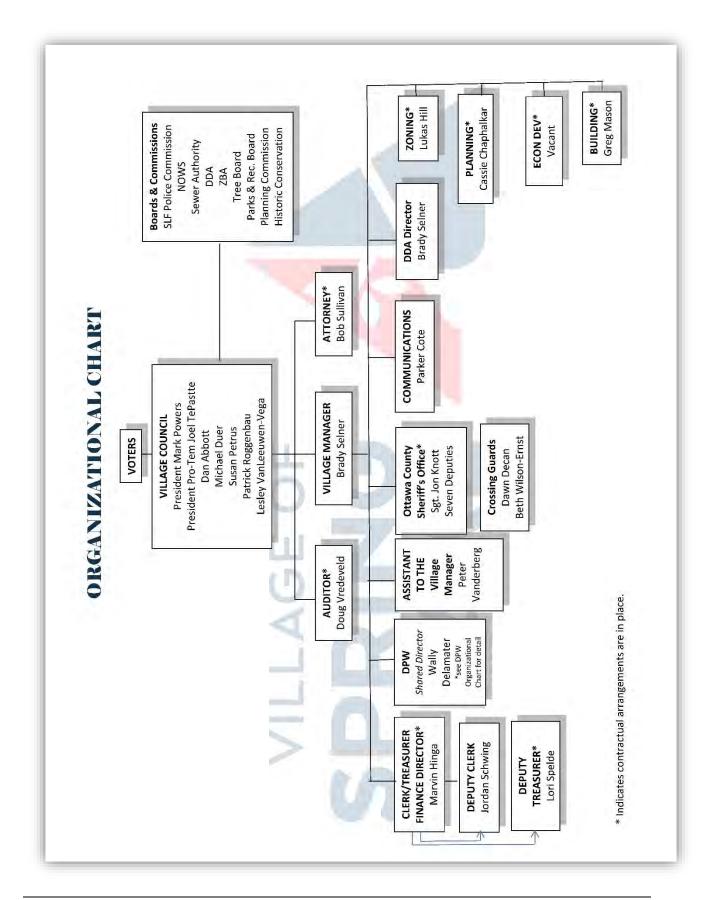
The Village Parks and Recreation Board was instituted by Village Council resolution on January 16, 1979, to assist the Village Manager with the planning, development, and operation of park and recreation facilities and programs. The Parks and Recreation Board is comprised of seven members appointed by the Village Council for two-year terms. The Committee serves in an advisory capacity to the Village Manager and Village Council.

Village Staff

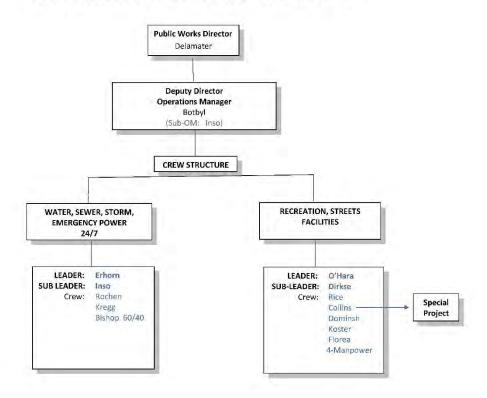
In March 2019, the Village merged their Department of Public Works with Spring Lake Township Department of Public Works. The two communities now share a DPW Director and staff, who oversee the operation of the parks within both jurisdictions. Thus, there are eight full-time staff along with 4 part-time seasonal staff members dedicated to parks operations and maintenance. Security within the parks is provided by the Ottawa County Sheriff's Office.

Organization Chart

An organization chart appears on the following page which provides information regarding administrative roles and responsibilities within the Village.



ORGANIZATIONAL CHART - DPW 2024



Funding

Funding for parks is provided through the Village's General Fund. For 2024-2025, \$211,648 is budgeted for parks maintenance/operation and forestry. In addition, the Village has a 2024-2025 Pathways budget of \$87,000 for maintenance of pathways and sidewalks in the Village. The Pathways Fund receives much (\$47,000) of its funding from the Spring Lake Township Pathways millage with the balance of \$40,000 coming from a transfer from the General Fund.

The Village does not provide any recreational programs. Capital upgrades to parks have been funded by grants, private donations, and contributions from the Spring Lake Downtown Development Authority (DDA) for parks located within the DDA.

Relationship with Spring Lake Recreation Authority (SLARA)

In 2014, Council elected to discontinue funding of SLARA. As residents of Spring Lake Township, the elected officials felt that funding from Spring Lake Township General Fund covered the entire township including the Village.

Local Non-profits & Volunteers Local non-profit organizations providing recreational programming are included in the Recreation Inventory Section of the Plan as they encompass the entire community.

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Explore the Grand Region 2025-20	20

Recreation Inventory

The Recreation Inventory section of the plan documents the existing recreational resources available within the Grand Region Consolidated Plan Area, as well as neighboring areas. This section includes descriptions of the facilities within the five municipalities and neighboring public facilities. A review of the parks in consideration of the Americans with Disabilities Act is included for each park within the Plan Area.

Consolidated Plan Area Parks

The Consolidated Plan area includes 58 parks of the participating agencies covering approximately 1,445 acres of parkland. The name and location of each of the parks is shown on the Park Location Map and Park Facilities Chart on the following pages. Descriptions and additional information for each of the parks is provided on individual park inventory sheets.

Public Recreation Lands and Facilities

The Recreation Inventory focuses on public recreation facilities. Public recreation facilities are defined as recreational facilities which are owned by governmental agencies such as the local cities, village, townships, Ottawa County, and the State of Michigan. These facilities have rules and regulations regarding public usage which are established by the unit which owns the facility.

Public School Lands and Facilities

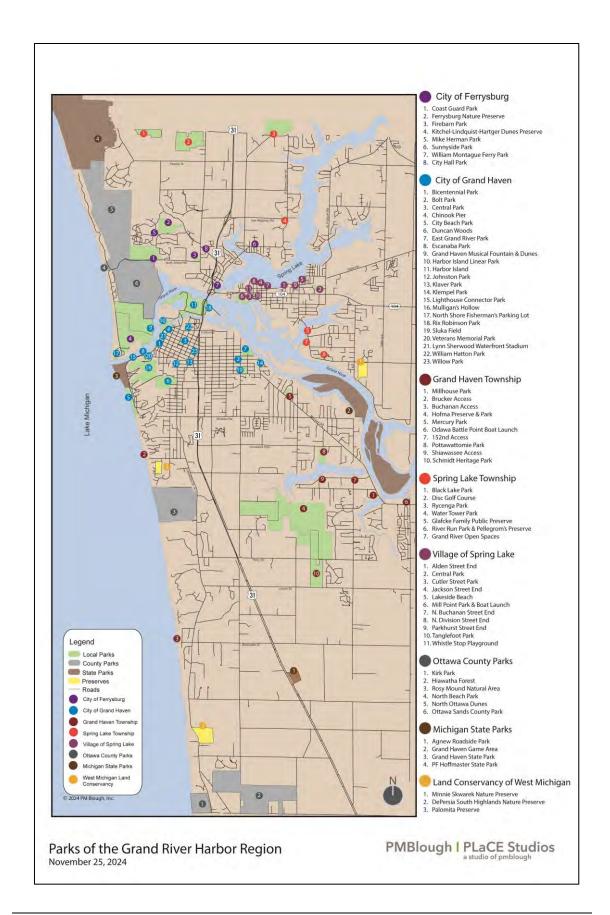
The public-school facilities owned by the Grand Haven Area Public Schools and Spring Lake Public Schools are sometimes available for public recreation use on a limited basis The primary use of these facilities is for education and athletics sponsored by the schools. The districts maintain full control and scheduling of these facilities. Private and religious based schools are not considered public schools although they may choose from time to time to offer facilities on a limited basis.

Non-Profit Lands and Facilities

Lands owned or under the control of non-profit organizations such as Boy Scouts, land conservancies and preserves, church camps, religious organizations, gun clubs, and other non-profits, who may choose to offer lands and/or facilities for public use or may choose to limit use to their own membership. These lands often provide for undeveloped green space within the community, but use is subject to the permission and rules of the organization.

Private For-Profit Recreation Facilities

Private for-profit recreation facilities are privately owned facilities that charge a fee for usage. Examples of these might be golf courses, campgrounds, bowling alleys, etc. These have not been inventoried within this document.



Grand Region Park Facilits Chart

Park Facilities Chart					7.7							November 25, 2024
			1		/	/ /	/	/	/	0	111	
		-	/	10	10	1	5/	13	10	2	Marie Marie No.	9
A Company		/3	8/	"OOL	don	200	and /		ete	ROTA	and of he	
Community	Park Name	A SE	100	100 00	No. of	Ne Sa	19	100	100	2/20	App.	Additional Opportunities
City of Ferrysburg	City Hall Park	7.25		1		1						Community Garden
City of Ferrysburg	Coast Guard Park	80	1	1	1	1	2	4	1	1		Tennis Courts/Volleyball
City of Ferrysburg	Ferrysburg Nature Preserve	40			-	-						Nature Trails
City of Ferrysburg	Firebarn Park Kitchel-Lindquist-Hartger Dunes	5	1	1	-		-			1	-	Bike Path/Tennis/Basketball
City of Ferrysburg	Preserve	112	1		1		111			1		Trails/Outdoor Classroom
City of Ferrysburg	Mike Herman Park	1.75	1		1		1.		1			Tennis/Basketball
City of Ferrysburg	Sunnyside Park	0.5	-1	1								
City of Ferrysburg	William Montague Ferry Park	1.8	1	1	1						Spring Lake	Waterfront Walkway
	Total Acreage	248						_				
City of Grand Haven	Bicentennial (Riverview) Park	3.2	1		-		-		-		Grand River	Art/Shops/Restaurants/River Viewing
City of Grand Haven City of Grand Haven	Bolt Park Central Park	0.95					-					Stone Memorial/East Town Market Downtown Historic Fountain/Memorials
City of Grand Haven	Chinook Pier	7	1	1	-	-	-		-		Grand River	Shops/Mini Golf/Commercial Dock/Train
City of Grand Haven	City Beach Park	19.6	1	-							Lake Michigan	Beach/Dog Beach/ADA Beach Access
City of Grand Haven	Duncan Woods	37.8								-1	- International	Paved and Nature Trails
City of Grand Haven	East Grand River Park	5.5	1	1	1	1	1		1		Grand River	Boat Launch/Basketball/Dock
City of Grand Haven	Escanaba Park	0.92									Grand River	Coast Guard Interpretive Exhibits and Memorials
City of Grand Haven	North Shore Dunes, Dewey Hill &	142					1				Grand River	Lighting Systems/Fountain
City of Grand Haven	Musical Fountain Harbor Island Linear Park	5.5			1						Grand River	Payed Pathway/Boardwalk/Fishing Decks
City of Grand Haven	Harbor Island	23	1		1						Grand River	Boat Launch/Open Field/Fishing Docks
City of Grand Haven	Johnston Park	0.11	Ė									Green Space
City of Grand Haven	Klaver Park	0.23							-		-	Green Space
City of Grand Haven	Klempel Park	0.17										Green Space
City of Grand Haven	Lighthouse Connector Park	4	1								Grand River	Art/Boardwalk/Shops/Restrooms at State Park
City of Grand Haven	Mulligan's Hollow	80.5	1	1	1	1	1	6				Skate Park/Ski Hill/Basketball/Lodge/ice Rink
City of Grand Haven	N. Shore Fisherman's Parking Lot	1.7	1								Grand River &	Northshore Pier
City of Grand Haven	N. Shore Fisherman's Farking Cot	107	4								Lake Michigan	Worthshore Fler
City of Grand Haven	Rix Robinson Park	5,5					1			1	Grand River	Paved Pathway/Foot Bridge
City of Grand Haven	Sluka Field	5.5	1	1		1	1		-			Ice Rink (Winter)
City of Grand Haven	Veterans Memorial Park	1,14					-					Eternal Flame Memorial
City of Grand Haven	Waterfront Stadium	0.53			-		-				Grand River	Events and Riverfront Seating
City of Grand Haven	William Hatton Park	0.88		1	1		-		-		-	Pavilion
City of Grand Haven	Willow Park	0.022					_		_			Green Space
Grand Haven Township	Total Acreage Brucker Access	0.5						33			Lake Michigan	Limited Beach Access
Grand Haven Township	Buchanan Access	0.5									Lake Michigan	Limited Beach Access
Grand Haven Township	Hofma Park & Preserve	566	2	2	2	1	1				Bayou	Trails/Basketball/Boardwalk
Grand Haven Township	Mercury Park	7	1	1		1	1					
Grand Haven Township	Millhouse Park	0.5									Millhouse	Shady Picnic Tables/Bench
Grand Haven Township	Odawa Battle Point Park	2,5	1				-				Grand River	Boat Launch
Grand Haven Township	152nd Access	0.25	-								Bayou	Pathway
Grand Haven Township	Pottawattomie Park	21	1	2	3		1				Bayou	Volleyball/Beach/Canoe & Kayak/Fishing Pier
Grand Haven Township	Schmidt Heritage Park	73.8	1		2	2	6	12		1	Bayou	Public Viewing Access
Grand Haven Township	Shiawassee Access	0.25					Jii				Bayou	Public Viewing Access
	Total Acreage	672.3										
Spring Lake Township	Black Lake Park	30	1				6.11				Black Lake	Canoe/Kayak Launch
Spring Lake Township	Disc Golf Course	40.24										18 Hole Disc Golf
Spring Lake Township	Glafcke Family Public Preserve	1.56					1		- 1			
Spring Lake Township	Grand River Open Spaces	10.5					-		-			River Edge Preservation
Spring Lake Township	River Run Park & Pellegrom's Preserve	2.67			1							Pathway/Views of Grand River
Spring Lake Township	Rycenga Park	80	1	1	4	2	2		11		1	Trails/Basketball/Volleyball
Spring Lake Township	Water Tower Park	5.33	1									2 Tennis Courts/Practice Field
	Total Acreage	170										
Village of Spring Lake	Alden Street End	0.06									Spring Lake	
Village of Spring Lake	Central Park	8.4	1	2	2	2		6	1			
Village of Spring Lake	South Cutler Street Overlook	0.2							-		Grand River	Fishing/Viewing
Village of Spring Lake	Jackson Street End	0.06			-						Spring Lake	Fishing Deck
Village of Spring Lake	Lakeside Beach	1	1		-		-		-		Spring Lake	Beach/Deck
Village of Spring Lake	Mill Point Park & Boat Launch N. Division Street End	4.5	1	1	1		-				Grand River	Floating Boat Docks/Boat Launch
Village of Spring Lake Village of Spring Lake	N. Division Street End N. Buchanan Street End	0.08					-				Spring Lake Spring Lake	Beach
Village of Spring Lake	Parkhurst Street End	0.06					1				Spring Lake	Deach
Village of Spring Lake	Tanglefoot Park	1,4	1		1						Grand River	Splash Pad, Multi-use Pavilion with Catering Kitchen
Village of Spring Lake	Whistle Stop Playground	0.3	_	1	1							Lakeside Trail
g	Total Acreage	_			_		-		-			
	Total Grand Region Acreage	-	1									
			10									
						_					_	
Non-Motorized Pathways		Lance of						-		-		Grand Haven Township
Non-Motorized Pathways Non-Motorized Pathways	Grand Haven Township Pathways	36 mi	_	-	-	_	-	-	-	-		
Non-Motorized Pathways Non-Motorized Pathways	Grand Haven Waterfront Trail	2,5mi										Grand Haven
Non-Motorized Pathways Non-Motorized Pathways Non-Motorized Pathways	Grand Haven Waterfront Trail Lakeshore Connector Path	2,5mi 20mi										Grand Haven Grand Haven to Holland
Non-Motorized Pathways Non-Motorized Pathways	Grand Haven Waterfront Trail	2,5mi										Grand Haven

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City of Ferrysburg Parks and Facilities							

City Hall Park

City of Ferrysburg 17520 Ridge Avenue 7.25 Acres







Overview

City Hall Park is located adjacent to the City of Ferrysburg City Hall. Park facilities include a youth baseball field, community gardens, play area and shared parking with City Hall.

Amenities and Facilities

- Ballfield (1)
- Playground Equipment
- Picnic Tables
- Community Garden

ADA Accessibility

The facilities currently are not ADA accessible.

Coast Guard Park

City of Ferrysburg 18161 North Shore Road 80 Acres





Overview

Coast Guard Park is located on North Shore Road, one mile west of 174th Avenue. It is Ferrysburg's primary community park located on land which until 1973 was owned by the United States Coast Guard as a shooting range. The park also serves as a trail head for the North Ottawa Dunes Ottawa County Park. Coast Guard Park is a short ½ mile from the shores of Lake Michigan with access provided by the Idema Explorers Trail. Facilities include a balance of active sports, picnic facilities, and passive nature trails.

Amenities and Facilities

- Ballfield (1)
- Soccer Fields (2)
- Lighted Basketball Courts (2)
- Picnic Tables
- Lighted Pickleball Courts (4)
- Restrooms

- Lighted Sand Volleyball Courts (2)
- Play Area
- Lighted Tennis Courts (2)
- Dog Park
- Picnic Pavilion
- One-half mile of lighted paved trail

ADA Accessibility

Many of the facilities in the park are ADA accessible including the new North Ottawa Dunes County Park trailhead, picnic pavilion, parking, basketball and pickleball and tennis courts; while others were constructed prior to the current ADA codes require upgrades such as the restrooms and athletic fields. The Dog Park also requires additional upgrades to be accessible.

Ferrysburg Nature Preserve

City of Ferrysburg
Dogwood Dr.
40.18 Acres





Overview

The L-Shaped Preserve is bordered to the east by Dogwood Drive, to the south by Mohawk Drive, to the west by Hiawatha Drive, and to the north by the Spring Lake Township boundary. The park consists of 40.18 acres of undeveloped dune property. The site is a public accessible green-space preserve. Parking is available on Chief Street, at Ferrysburg Church, and near the trailhead at Mike Herman Park.

Amenities and Facilities

Informal hiking trails

ADA Accessibility

There are currently no facilities at the Nature Preserve other than informal natural surface trails.

Fire Barn Park

City of Ferrysburg North Shore Rd at 174th Ave 5 Acres





Overview

The park is located adjacent to the City's Fire Barn, at the corner of 174th Avenue and North Shore Drive and at the junction of the USBR-35 and the regional Idema Explorers Trail. In 2023, a new park master plan was completed providing a future vision and basis for redevelopment. The first phase will be completed in 2025 providing a new parking area and trailway connector behind the Fire Barn. The new development will provide a trailhead along the trails.

Amenities and Facilities

- Tennis Courts (2)
- Basketball Court
- Fire Station Themed Playscape
- Soccer/Ball Field
- Restrooms
- Drinking Fountain

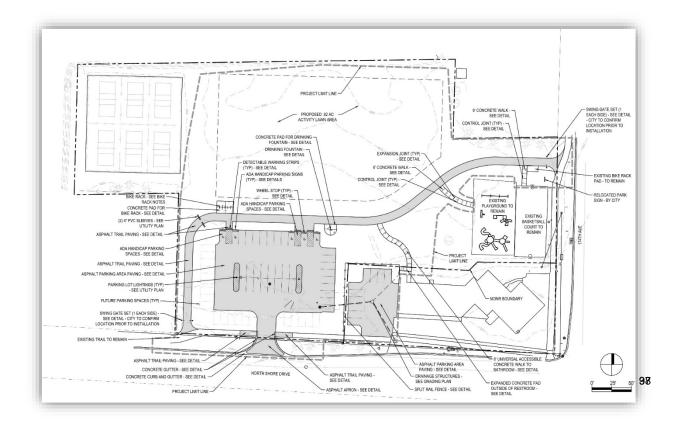
ADA Accessibility

The 2025 project will expand opportunities with new ADA and Universal accessible parking and paved connector pathway. The project will also provide ADA and Universal accessible access to the restroom, playground and basketball courts. The new drinking fountain will be ADA accessible as well. The tennis courts are not currently accessible.

Fire Barn Park Master Plan



Fire Barn Park 2025 Project Site Plan



Kitchel-Lindquist-Hartger Dunes Preserve

City of Ferrysburg 20001 Berwyck Street 115 Acres





Overview

The Kitchel-Lindquist-Hartger Dunes Preserve is a natural dune area located just south of the City and East of North Shore Drive within the City of Grand Haven. The property is characterized by primary dunes undergoing active dune formation, secondary dunes covered with mature hardwoods, and interdunal areas of rolling sand. Restrictions in the deeds that conveyed the land to the City require tit to maintain the preserve in its current natural state as a natural, aesthetic and educational resource. Existing facilities include an entrance identification sign, a small, paved parking area, an outdoor classroom structure with restrooms and marked trails.

Amenities and Facilities

- Outdoor Classroom Structure
- Paved Parking Area
- Marked Trails
- Restrooms (Open for Special Events Only)

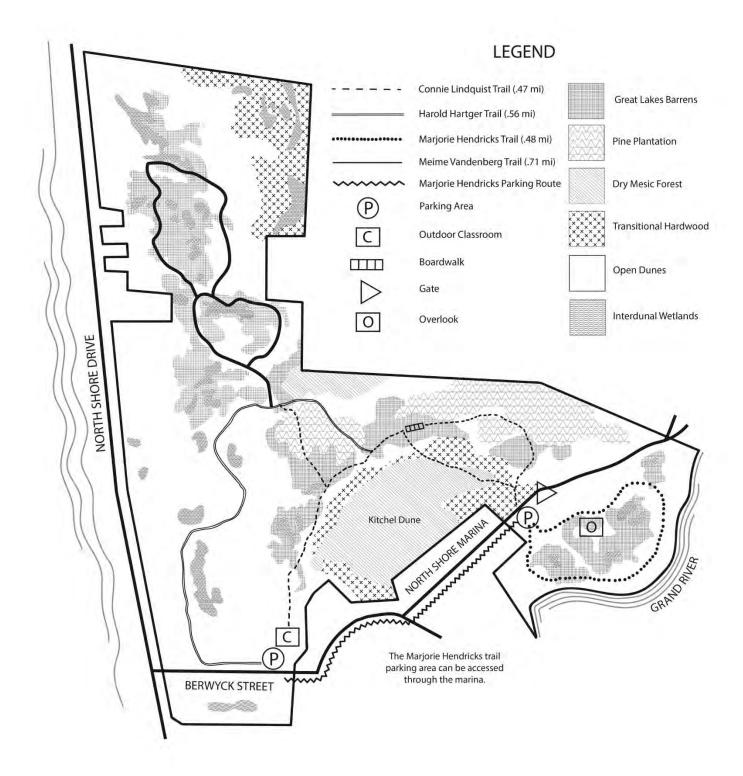
ADA Accessibility

The parking, restrooms, and outdoor classroom structure are accessible. The trails are natural dune and woodland surfaces and would not be considered accessible.

Kitchel-Lindquist-Hartger Dunes Preserve

City of Ferrysburg 20001 Berwyck Street 115 Acres

Trail Map



Mike Herman Park

City of Ferrysburg 17742 Hiawatha Drive 1.75 Acres







Overview

Tragically, in November 2005 a fifteen year old boy named Mike Herman perished in a car accident. Mike was a very active young man, who participated in many different sports, and spent many hours practicing at this field. In honor of Mike's life and passion for sports, the community came together to renovate the local field and neighborhood park. Ferrysburg Nature Preserve can be accessed through this park.

Amenities and Facilities

- Ballfield/Soccer Field
- Tennis Court/Basketball Hoops
- Informal Street Parking
- Portable Toilet

ADA Accessibility

The park is currently not accessible.





Overview

Sunnyside Park is a pretty half-acre park located on the southwest corner of West Spring Lake Road and Valley City Avenue, in the east side of the city. Sunnyside Park is a small community park that provides the immediate neighborhood a park they can walk to, and where children can play safely. By being set adjacent to the bike path that runs along West Spring Lake Road, the park is accessible to residents that do not live in the immediate area and serves as a trail rest stop.

Amenities and Facilities

- Large Play Structure
- Swing Set
- Benches

- Picnic Table
- Restroom
- Parking (3 Spaces)

ADA Accessibility

ADA accessible parking is available. However, the park does not have accessible walks, picnic tables or benches. The play area has engineered mulch but lack an accessible walkway connection. The restroom is accessible from the bike path.

William Montague Ferry Park

City of Ferrysburg 110 Pine ST 1.8 Acres





Overview

William Montague Ferry Park is located on the Spring Lake waterfront in the City of Ferrysburg, north of the M-104 off-ramp. The park occupies a highly visible location at a major entryway to the City. Its importance also lies in its provision of public access to the waterfront. In 2024 a new sea wall and lakefront walkway were constructed. William Montague Ferry Park is conveniently connected to USBR–35 and the Pine Street/West Spring Lake Road Bike Path providing access to the Village of Spring Lake and City of Grand Haven.

Amenities and Facilities

- Restroom
- 400ft of Waterfront Walkway
- Picnic Shelter

- Picnic Tables
- Play Area
- Paved Parking Lot

ADA Accessibility

The Park includes accessible parking, picnic pavilion and tables, and lakefront walkway. Additional connecting walkways would improve accessible connectivity. The restrooms do not meet modern codes and require renovation to bring them up to code.

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City of Grand Haven Parks and Facilities							

Bicentennial (Riverview) Park

City of Grand Haven
Harbor Avenue (Franklin St to Howard St)
3.2 Acre





Overview

Located along the Grand River Channel on Harbor Drive, Bicentennial Park is a linear linkage park along the Grand River waterfront. The park includes a riverfront walkway with benches, picnic tables, boat tie-offs, a retail/food vendor area with rooftop viewing deck and restroom, public art and linkages to curbside parking along Harbor Drive. The lawn area is a popular informal sitting and blanket picnic area.

Amenities and Facilities

- Walkways
- Benches and Picnic Tables
- Food Shops
- Restrooms
- Art Sculptures
- Viewing Deck
- Connected to Grand Haven Waterfront Trail

ADA Accessibility

Most areas are accessible including the main riverfront walkway, seating, picnic tables and the public restrooms.

North Shore Dunes, Dewey Hill & Musical Fountain

City of Grand Haven 142 Acres







Overview

North Shore Dunes are 142 acres of natural dunes and forests with natural surface hiking trails. The dunes are connected to the Kitchel-Lindquist-Hartger Dunes Preserve and the Ottawa Sands County Park. Dewey Hill is 3.7 acres of natural sand dune ecosystem within the North Shore Dunes which includes the Musical Fountain. The lighted musical fountain performs nightly during the summer months each evening with prime viewing from the Riverfront Stadium and adjacent waterfront parks. The fountain works are not accessible to the public.

Amenities and Facilities

- Musical Fountain
- Flagpole
- Natural hiking trails

ADA Accessibility

Park land within the fountain area is utilized for staging and mechanics of the musical fountain and is not open to the public. Parking is not provided and natural trail surfaces are not accessible.

Duncan Woods

City of Grand Haven Sheldon Road & Duncan Ct. 37.8 Acres





Overview

Located off Sheldon Road, Duncan Woods is a beautifully wooded nature preserve of white pine, beech, and hemlock trees. The park is enjoyed extensively throughout the year. A portion of the paved drive has been closed from car access which provides a primary walking area through the forested back dune. The park is popular year round.

Amenities and Facilities

- Paved Parking & Drive
- Paved Walking Trail
- Natural Surface Hiking Trails
- Scattered Picnic Tables
- Connected to trails in Mulligans Hollow

ADA Accessibility

The park is undeveloped other than the paved parking and drives, making ADA access limited. The portion of the paved roadway closed to vehicles, that is used by pedestrians and bicyclists, has slopes which exceed 5%. An ADA picnic table and parking are provided.

East Grand River Park - Flahive Boat Launch City of Grand Haven

End Franklin St and Eastern Ave 5.5 Acres







Overview

East Grand River Park is located along the Grand River in the northeast area of the City. The park provides shoreline, wetland, and dock access to the Grand River.

The Flahive Boat Launch is located within East Grand River Park. The launch is very popular with residents and visitors alike. Flahive Boat Launch is one of only two public boat launches in the City and the only launch for smaller boats (20 feet or less) without paying a fee.

Amenities and Facilities

- Boat Launch
- Restrooms
- Picnic Shelter with Grill
- Lighted Parking
- Children's Play Area
- Picnic tables
- Benches

- Raised Wetland Walkway
- Floating Fishing Dock and River Observation
- Baseball field
- Basketball Court
- Small Soccer Field
- Fenced, Off-Leash Large & Small Dog Areas

ADA Accessibility

The park facilities which are accessible include the picnic shelter, play area, picnic tables and benches, wetland walkway, fishing dock, Dog Park and parking. The remaining facilities of the ball field, soccer field, basketball court and second play area are not accessible. The Flahive Boat Launch does not meet current ADA standards as it was constructed prior to the current codes.

Escanaba Park

City of Grand Haven
Harbor Avenue (within Lighthouse Connector Park)
0.92 Acres





Overview

Escanaba Park is incorporated within Lighthouse Connector Park on the Grand River Channel. It is a designated historic site and memorial to the men and women that have served in the U.S. Coast Guard. There are walks, interpretive exhibits, commemorative plaques and memorials.

Amenities and Facilities

- Walks
- Historic Exhibits
- Connected to Grand Haven Waterfront Trail
- Drinking Fountain

ADA Accessibility

The plaza and exhibits are accessible. The ramped walkway from S. Harbor Dr. exceeds a 5% grade. Access along the channel from the south is accessible.

Flahive Boat Launch

City of Grand Haven
End Franklin St and Eastern Ave
0.5 Acres







Overview

The Flahive Boat Launch located within East Grand River Park is very popular with residents and visitors alike. East Grand River Park is located along the Grand River in the northeast area of the City. The park provides shoreline, wetland, and dock access to the Grand River. Flahive Boat Launch is one of only two public boat launches in the City and the only launch for smaller boats (20 feet or less) without paying a fee.

Amenities and Facilities

- Boat Launch
- Restrooms
- Picnic Shelter with Grill
- Lighted Parking
- Children's Play Area
- Picnic tables
- Benches

- Raised Wetland Walkway
- Floating Fishing Dock and River Observation
- Baseball field
- Basketball Court
- Small Soccer Field
- Fenced, Off-Leash Large & Small Dog Areas

ADA Accessibility

The park facilities which are accessible include the picnic shelter, play area, picnic tables and benches, wetland walkway, fishing dock, Dog Park and parking. The remaining facilities of the ballfield, soccer field, basketball court and second play area are not accessible. The Flahive Boat Launch does not meet current ADA standards as it was constructed prior to the current codes and standards.

Grand Haven Municipal Marina

City of Grand Haven 101 N. Harbor Dr. 2 Acres







Overview

The Municipal Marina is located on the Grand River in the heart of the City near Chinook Pier. Grand Haven is a favorite destination of sailors and power boaters who want access to and from Lake Michigan, the Grand River, and Spring Lake. This is the closest public marina to Lake Michigan on the Grand River.

Amenities and Facilities (Please refer to description of Chinook Pier for additional amenities)

- Water and electrical hookups for each dock
- Marina guest-only restrooms and showers
- Fish cleaning station

- Grills/picnic tables
- On-demand public transportation to shopping, laundry and marine supply stores within and beyond the City limits.

ADA Accessibility

The public spaces, docks, and restrooms are accessible.

Harbor Island

City of Grand Haven
Beacon Blvd/US-31 and Coho Dr.
23 Acres





Overview

Harbor Island is located along US-31 and Coho Drive near the Northwest edge of the City. Given its location along the Grand River and South Channel, along with the wide-open spaces, this 23 acre area provides many recreational opportunities. The north side of the island includes a boat launch and transfer dock facilities with access to Lake Michigan, the Grand River and Spring Lake. The wide-open spaces allow for community events, local organized football and soccer, as well as a multitude of other special events. A paved bicycle/pedestrian path loops from one end of the island to the other, while various bodies of water provide barrier free observation platforms for viewing the wildlife. Bird watching of migratory birds is also very popular in the park.

Amenities and Facilities

- Boat Launch with vehicle/trailer parking lot
- Boat transfer dock
- Open Field utilized for festivals and soccer/football
- Viewing and Fishing Docks
- Paved Bicycle/Pedestrian Path connected to Grand Haven Waterfront Trail
- Pond
- Grand River public access
- Restroom Building

Harbor Island

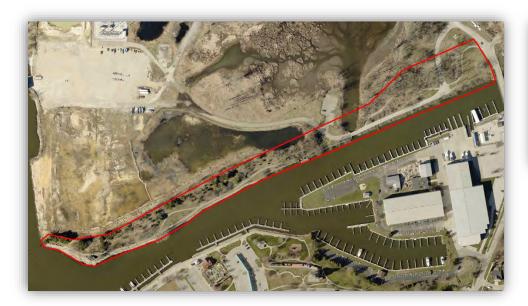
City of Grand Haven
Beacon Blvd/US-31 and Coho Dr.
23 Acres

ADA Accessibility

Facilities within the park are predominantly ADA accessible including the restroom building. Accessible access into boats is limited. Some of the facilities are not accessible due to the age of the facilities. The asphalt pathway is nearing the age requiring reconstruction which will improve overall accessibility.

Harbor Island Linear Park

City of Grand Haven Franklin St & Third St. 5.5 Acres





Overview

Linear Park includes a paved pathway along the Grand River South Channel. Facilities include a trailhead with a paved parking lot, fishing decks, and a small picnic shelter. The park is located across the channel from the Grand Haven Municipal Marina. It is popular for walking, river viewing, fishing, and informal picnics. In 2023, the park became the focused location for several art sculpture installations along the riverfront.

Amenities and Facilities

- Bike Path
- Picnic Shelter
- Benches
- Fishing Decks
- Connected to Grand Haven Waterfront Trail
- Art Sculptures

ADA Accessibility

The park was constructed prior to current ADA standards and many of the facilities have limited access.

Johnston Park

City of Grand Haven
Pennoyer Ave. & Sheldon Rd.
0.11 Acres





Overview

Johnston Park, located on the east and west sides of Sheldon Road, is an open green space for the surrounding neighborhood. It is popular for tossing a football or Frisbee and accommodates many users who view the annual Coast Guard Parade.

Amenities and Facilities

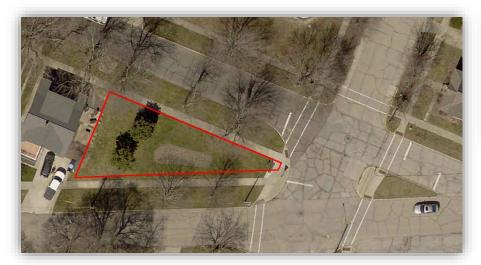
- Bench seating
- Lawn and Trees

ADA Accessibility

Adjacent public sidewalks are available to the public but are not ADA accessible.

Klaver Park

City of Grand Haven
Pennoyer Ave. & S. Seventh St.
0.23 Acres





Overview

Klaver Park is located at the corner of Pennoyer Avenue and South Seventh Street. It is considered a green lawn space for the neighborhood.

Amenities and Facilities

- Bench seating
- · Lawn, trees and a flower bed

ADA Accessibility

Adjacent sidewalks are available which are ADA accessible.

Klempel Park

City of Grand Haven
Pennoyer Ave. & Grant St.
0.17 Acres





Overview

Located on the corner of Pennoyer Avenue and Grant Street, Klempel Park serves the surrounding neighborhood as a green space.

Amenities and Facilities

Lawn and Tress

ADA Accessibility

No public facilities are provided within the green space.

Lighthouse Connector Park

City of Grand Haven
Harbor Avenue
1,700 L.F. (+/- 4.0 Acres)





Overview

Lighthouse Connector Park, 1,700 feet in length, is located along the Grand River between Harbor Drive and the channel, providing a connection between Bicentennial Park and the Lake Michigan South Pier. The primary function is a linear walkway which is active with a mix of walkers, joggers and bicyclists. Benches are popular for resting and channel views. A few parking spaces are located along Harbor Drive which all have views of the channel, making them popular year round.

Amenities and Facilities

- Lighted Walkways
- Ice Cream Shops
- Benches
- Art Sculpture
- Connected to Grand Haven Waterfront Trail

ADA Accessibility

The entire walkway is ADA accessible. Benches are user friendly with arms and backs, located on concrete and wood deck sections. Accessible parking is signed. Parking is located at the MDNR Fishermen's Parking Area adjacent to the campground and a few spaces along Harbor Drive with a ramp to the boardwalk.

Mulligan's Hollow Park

City of Grand Haven
Mulligan Drive
80.5 Acres





Overview

Mulligan's Hollow is a popular recreational area which includes the Tri-Cities YMCA. Winter facilities include the Mulligan's Hollow Ski Bowl with lodge, fire pit, two rope tows and an outdoor ice skating rink. Non-winter activities include an adult softball diamond, soccer field, an all-inclusive 10,000 square feet Imagination Station play space, two basketball courts, picnic area, two tennis courts, six pickle ball courts, in-ground skate park, and parking.

City Amenities and Facilities

- Skate Park
- Ice Rink in Winter
- Softball Field
- Ski Hill with Tow Ropes
- Imagination Station Play Space
- Two Basketball Courts
- Lodge with Restrooms and Fire pit
- Off Leash Dog Area

- Tennis Courts/Pickleball Courts
- Trails connected to trails in Duncan Woods
- Picnic Area
- Grills
- Sitting Areas
- Pickle Ball Courts (6)
- Five Mile Hill Deck

ADA Accessibility

The lodge, fire pit, skate park, basketball, Imagination Station, tennis and pickleball courts, and parking are accessible. The hiking trails and off-leash dog areas are not accessible.

North Shore Fishermen's Parking Lot

City of Grand Haven
Main Street
1.7 Acres







Overview

Located at the end of Main Street off North Shore Road on the north side of the Grand River Channel, the North Shore Fishermen's Parking Lot provides paved parking for visitors to fish, bird watch or visit the north pier head.

Amenities and Facilities

- Parking Area
- Vault Toilets
- Channel and Pier Walkway

ADA Accessibility

The parking lot is asphalt pavement and the pier is constructed of concrete surfaces. There are un-level surfaces and raised edges as the pier was not constructed for pedestrian use but it is allowed. Restroom facilities are accessible.

Rix Robinson Park

City of Grand Haven
Grand Isle Dr. & Harbor Island Dr.
5.5 Acres





Overview

Located along Harbor Island and Grand Isle Drive, Rix Robinson Park is a historic site. 5.5 acres in size, the park has a foot bridge, pond, and open lawn area. The Tri-Cities connector pathway traverses the park on the south side of the bascule bridge, linking pedestrian and bicycle traffic between Grand Haven, Spring Lake, and Ferrysburg as well as part of the national USBR-35.

Amenities and Facilities

- Paved Bicycle/Pedestrian Path connected to the Grand Haven Waterfront Trail. Main connection point over the bascule bridge to connect to the 25.9 mile Lakeside Trail and Harbor Island.
- Lawn
- Pond

ADA Accessibility

The existing pathway and bridge are accessible. No other facilities are present.





Overview

Sluka Field is a full size baseball facility, utilized by Tri-Cities Kids League and Young Buc's travel baseball programs. The outfield fence is temporarily installed in the spring for baseball and is removed each summer so the outfield area can be utilized by organized soccer as a full-sized soccer field. A neighborhood play area and green space is provided. A new bathroom, concession and storage facility was recently completed. In 2025, new dugouts and parking area improvements will be completed.

Amenities and Facilities

- High School Regulation Baseball Field with Grandstand, Restroom, and Concessions
- Soccer Field (Fall)
- Parking Area
- Play Area

ADA Accessibility

The new grandstand and restrooms constructed in 2023 are accessible with connecting walkways to accessible parking.

Veterans Memorial Plaza

City of Grand Haven
Harbor Dr.
1.14 Acres





Overview

Located along Harbor Drive with views of the Grand River channel, Veterans Memorial Plaza with an eternal flame, honors American Veterans of all wars and branches of service.

Amenities and Facilities

- Memorial
- Benches

ADA Accessibility

The memorial area is accessible.

Lynne Sherwood Waterfront Stadium

City of Grand Haven
Harbor Drive & Washington Ave.
0.53 Acres



Overview

Located on Harbor Drive in the downtown area, the Waterfront Stadium provides a riverfront performing arts venue and seated viewing of the Musical Fountain. This stadium is used daily throughout the summer for a wide range of Musical Fountain performances, concerts, shows, memorials, and other significant community events. Restrooms are available in the adjacent Depot building.

Amenities and Facilities

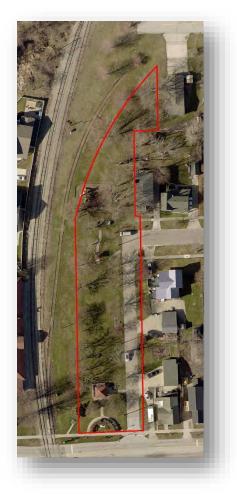
- Spectator Seating
- Waterfront Pathway
- Connected to Grand Haven Waterfront Trail
- Stage

ADA Accessibility

The performance area within the stadium is accessible.

William Hatton Park

City of Grand Haven
Jackson Street
0.88 Acres







Overview

William Hatton Park is a neighborhood green space which provides a small park and buffer between the railroad tracks and the neighborhood. The park is an attractive addition with a gazebo, play area and open lawn.

Amenities and Facilities

- Gazebo
- Benches
- Picnic Tables
- Play Area

ADA Accessibility

The park facilities were constructed prior to ADA requirements and are not accessible. This can be improved as the park is renovated.

Willow Park

City of Grand Haven Franklin St & Seventh St. 0.022 Acres (967 Sq. Ft.)





Overview

Willow Park is a green space located at the corner of Franklin Street and Seventh Street.

Amenities and Facilities

- Lawn and Trees
- Bench

ADA Accessibility

The adjacent sidewalks are accessible.





Overview

Bolt Park is a central park in the East Town of Grand Haven with large shade trees and flower beds. The park provides a much needed green space with the community. During the spring, summer, and fall the weekly East Town Market is held with local vendors selling produce and local goods.

Amenities and Facilities

- Lawn and Trees
- Bench Seating
- Home to the East Town Market
- Parking

ADA Accessibility

The public parking and sidewalks are accessible. No other facilities are located within the public greenspace.

Central Park

City of Grand Haven Washington Ave. & Fifth St. 2.4 Acres





Overview

Central Park is located on Washington Avenue in the center of the City providing a traditional downtown public green. Significant features include a central fountain and two memorials. As the central green, it is a focus for numerous events, including weekly summer music concerts, art fairs, and holiday events. Daily the park is enjoyed as a cool shady space to walk through and sit. The park is located adjacent to the Loutit District Library, Grand Haven Central Park Place, Ottawa County Courthouse, and U.S. Post Office. The park and fountain are also a popular location for weddings.

Amenities and Facilities

- Pathways
- Benches
- Historic Fountain
- Veterans Memorials

ADA Accessibility

The park is predominately ADA accessible.

Chinook Pier

City of Grand Haven
N. Harbor Avenue & First St.
7.0 Acre







Overview

Located along Harbor Avenue on the Grand River channel, Chinook Pier is approximately one acre in size. Within the park is a commercial fishing marina with a fish cleaning station and restrooms. An "old fashioned" miniature golf facility is operated by the City in the summer. The Chamber of Commerce manages the Farmer's Market which is open Saturdays and Wednesdays, generally from May through November. Within the park the historic steam train Engine No. 1223 is on exhibit. A play area, splash pad, and picnic pavilion are also very popular.

Amenities and Facilities

- Public Restroom Building
- Farmers Market
- Miniature Golf
- Children's Play Area
- Splash Pad

- Commercial Boat Marina with Charter Boats
- Fish Cleaning Station
- Historic Steam Train
- Connected to Grand Haven Waterfront Trail

ADA Accessibility

The main walkways, restrooms, Farmer's Market, splash pad, and marina areas are generally ADA accessible. Some of the facilities which were built prior to the current ADA standards, such as the Fish Cleaning station and pavilion, are not accessible for all persons.

City Beach Park

City of Grand Haven Harbor Drive south of State Park 19.6 Acres





Overview

Located along Harbor Drive south of Grand Haven State Park on Lake Michigan, City Beach Park is approximately 19.6 acres. This is a public beach along approximately 3,250 lineal feet of Lake Michigan shoreline. Leashed dogs are allowed on the City owned beach during allowed hours and locations. Dogs are not allowed north of the southernmost swim buoy during the summer for limited daytime hours. Many special events are held in the park, including sand castle building contests, kite events, pole vaulting, and beachfront weddings. The City Beach parking area is also a prime Lake access point for swimmers, surfers, kite surfers, paddle boards and kayaks.

Amenities and Facilities

- Sand Beach
- Buoy Marked Swim Area
- Parking
- Restroom and Concession Building
- ADA Beach Access Walkway
- Viewing Deck and Stairway
- Leashed Dogs in Established Areas
- Picnic Table
- Connected to Grand Haven Waterfront Trail via Grand Haven State Park

ADA Accessibility

Accessible parking, restrooms and concessions building, and picnic tables are provided. An accessible walkway within the sand beach is provided to within several feet of the water. Due to extensive sand, some activities are limited for those with disabilities.

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Grand Haven Charter Township Parks and Facilities

152nd Access & Shiawassee Access

Grand Haven Township
152nd Ave & Shiawassee Drive
0.25 Acres Each









Shiawassee Access

152nd Access

Overview

These access sites are located at the end of 152nd Avenue and Shiawassee Drive providing public access to Pottawattomie Bayou. Neither site has designated parking, although parking is allowed within the public right-of-ways along the streets. These two sites predominately serve the adjacent neighborhoods and persons utilizing the nearby Non-Motorized Pathway system. Both provide ADA accessible walkways, benches and bayou viewing.

Amenities and Facilities

Pottawattomie Bayou Access

ADA Accessibility

Accessible walkways, benches, and bayou viewing.

Brucker St & Buchanan St Access

Grand Haven Township
Brucker St & Buchanan St
0.5 Acres Each

Buchanan St. Access



Brucker St. Access



Overview

These two small sites, of approximately one-half acre each are public right-of-way land areas at the end of Brucker and Buchanan Streets that extend into Lake Michigan. These road ends provide public access within the road right-of-ways to the sandy beach along Lake Michigan. These two sites predominately serve the adjacent neighborhoods and persons utilizing the nearby Non-Motorized Pathway along Lakeshore Drive and Buchanan Street.

Amenities and Facilities

Lake Michigan Access

ADA Accessibility

Hofma Preserve and Park

Grand Haven Township
15581 Ferris Street (16295 Sleeper St)
566 Acres







Overview

Hofma Park and Hofma Preserve are located adjacent to each other on the Pottawattomie Bayou encompassing approximately 566 acres.

The Ferris Street entrance provides access and parking areas for the active sports area. A trailhead is located at the north end of the parking lot providing access to the Preserve. The second parking area and trailhead at Hofma Preserve are accessed via Sleeper Street. A new third entrance is located on 168th Avenue. All entrances have direct access to the Non-motorized Pathway System.

With its extensive size and quality of natural areas, the park serves a regional population and is not limited to Township residents. The Park and Preserve contain several miles of trails, including a boardwalk which traverses Pottawattomie Bayou and surrounding wetlands. The trail system allows visitors to enjoy a variety of wetland meadow and upland wooded ecosystems.

Hofma Preserve and Park

Grand Haven Township
15581 Ferris Street (16295 Sleeper St)
566 Acres

Amenities and Facilities

Hofma Park

- Soccer Field (used for league play)
- Adult Softball Field (used for league play)
- Picnic Tables & Benches
- Play Equipment
- Basketball Court
- Restrooms
- Nature Trails
- Picnic Pavilion

Hofma Preserve

- Picnic Tables
- Play Equipment
- Restrooms
- Nature Trails
- Boardwalk
- Picnic Pavilion

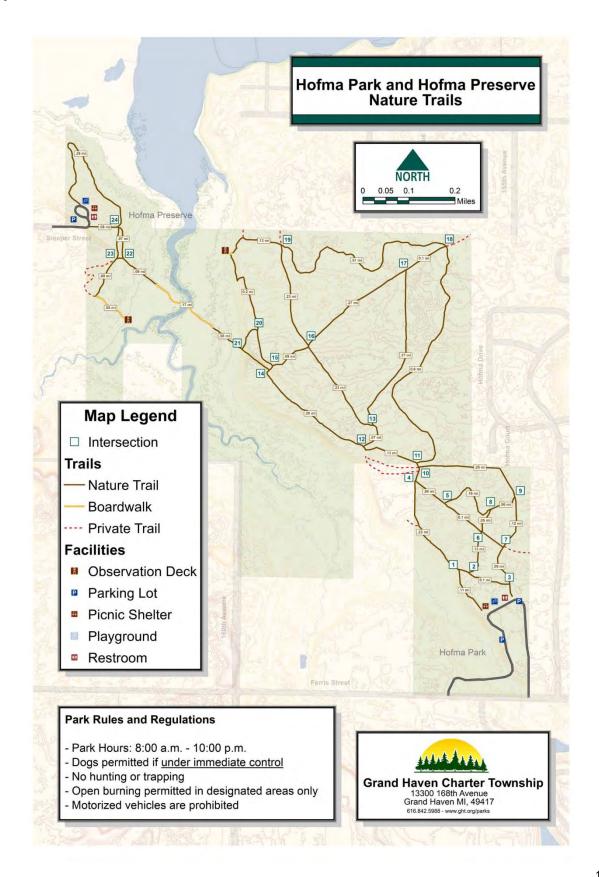
ADA Accessibility

The public parking, restrooms, picnic and play areas, and a section of nature trails in the Park are all accessible. The remaining trails are natural materials and not fully accessible for all persons. The ball diamonds and soccer field were constructed prior to ADA accessibility considerations and are not accessible for play but are accessible for most viewing options. The newest facilities located off from the 168th Avenue entrance provide a Universal Accessible parking area, trailhead, and paved trail.

Hofma Preserve and Park

Grand Haven Township
15581 Ferris Street (16295 Sleeper St)
566 Acres

Trail Map



Mercury Park

Grand Haven Township 16715 Mercury Drive 6.71 Acres





Overview

Mercury Park, nearly seven acres in size, is the oldest Township Park located on the northern edge of the Township adjacent to the City of Grand Haven. It serves the adjacent residential neighborhood and has a regional draw for the softball field. The park facilities include a softball field and multi-purpose grass field, both can be used for league and open play. The park also includes a restroom building, play equipment, picnic tables, and a parking area. The park has direct access to the Non-Motorized Pathway System.

Amenities and Facilities

- Multi-Purpose Grass Field
- Softball Field
- Playground
- Restrooms

ADA Accessibility

Most of the park's facilities are accessible including parking, walkways and seating area at the softball field, and restrooms. The play area surfacing is not accessible.

Millhouse Park

Grand Haven Township
Bignell Drive
0.5 Acres





Overview

Millhouse Park is a small one-half acre access park located on the Millhouse Bayou of the Grand River. Although small, the park provides public access to the bayou. As the park provides informal access to the bayou, its service area includes the entire Township and neighboring City of Grand Haven.

The access is undeveloped with informal pull-off parking from the street with room for three to four cars. The area of the park at street level is approximately 15' above Millhouse Bayou with a sloping bank to the water's edge. The park is currently utilized by ice fishermen in the winter and for passive viewing of the bayou. This access is 100 yards west of the Township's Non-Motorized Pathway System which is an accessible walkway.

Amenities and Facilities

- Undeveloped with Picnic Tables
- Millhouse Bayou Access
- Informal Parking

ADA Accessibility

The informal parking is not accessible.

Odawa/Battle Point Boat Launch

Grand Haven Township 14091 144th Avenue 2.5 Acres





Overview

This 2.5 acre park is located on the Grand River. The boat launch facilities include two launches, vehicle and trailer parking, and a restroom facility. The Grand River provides waterway access to Lake Michigan to the west, or towards Grand Rapids to the east. The launch is a very busy site and attracts boaters from throughout the West Michigan area. The launch site has direct access to the Non-Motorized Pathway System.

Amenities and Facilities

- Boat Launch
- Restroom

ADA Accessibility

Parking and restroom facilities are ADA accessible. The launch facilities do not meet the newest ADA boat launch design accessibility requirements.

Pottawattomie Park

Grand Haven Township 15600 Comstock Street 20.83 Acres





Overview

Pottawattomie Park is a 21 acre park located on the Pottawattomie Bayou of the Grand River. The park serves as a neighborhood and regional park. The park provides pavilion facilities for large gatherings, fishing, wading, kayak launching, and active recreation such as volleyball and soccer. The Non-Motorized Path was extended into the park from Comstock Street to link the park with the pathway network.

Amenities and Facilities

- Picnic Pavilions (3)
- Restrooms
- Boardwalk
- Fishing Pier
- Small Wading Beach
- All Purpose Field
- Interpretive SIgnage

- Maintenance Building
- Canoe & Kayak Launch
- Play Equipment
- Parking
- Sand Volleyball (2 Courts)
- Horseshoes
- Picnic Tables

ADA Accessibility

New renovations have significantly increased the ADA accessibility to the picnic and waterfront areas.

Schmidt Heritage Park

Grand Haven Township 15704 Ferris Street 73.8 Acres







Overview

In 2019, the Township received a donation of nearly 75 acres of land. This land is located directly south of the Hofma Park and Preserve. The Schmidt Heritage Park is named after the donor and must be dedicated to active recreation.

The first phase includes 12 pickleball courts, 1 baseball diamond, 1 softball diamond, 2 youth soccer fields, 2 multi-purpose fields, an 8-foot wide crushed limestone "JoJo Jogging Trail," a restroom facility, parking areas, and the main entrance to the new park.

Future phase of development includes 2 youth baseball diamonds, 2 softball/baseball diamonds, 1 basketball court, restrooms, pavilions, and eventually a historic barn for large gatherings such as weddings and family reunions.

Schmidt Heritage Park

Grand Haven Township 15704 Ferris Street 73.8 Acres

Amenities and Facilities

- Picnic Shelter
- Pickleball Courts (12)
- Soccer Fields (2)
- Baseball/Softball Fields (2)
- Multi-Purpose Fields (2)
- Restroom
- Trailhead
- Trails
- Boardwalk

ADA Accessibility

Facilities are universal accessible.

Spring Lake Township Parks and Facilities

Black Lake Park

Spring Lake Township Wilson Rd 30 Acres





Overview

Black Lake Park is the newest park to the Township and is being developed in cooperation with the City of Norton Shores. Facilities include a gravel entrance drive and parking, canoe/kayak launch, and picnic table.

Amenities and Facilities

- Canoe/Kayak Launch
- Aggregate Parking Area
- Portable Toilet
- Picnic Table
- Benches

ADA Accessibility

The canoe/kayak launch is universal accessible. It is accessed by an aggregate surface parking area and concrete walkways. Benches and tables are currently not accessible. Portable Toilet is accessible.







Overview

Located at 925 Wilson Road, the site includes a small gravel parking area and an eighteen hole disc golf course.

Amenities and Facilities

- Gravel Parking Area
- 18 Hole Disc Golf Course

ADA Accessibility

The parking and course are not ADA accessible.

Glafcke Family Public Preserve

Spring Lake Township Van Wagoner Rd & W Spring Lake Rd 1.56 Acres





Overview

The Glafcke Family Public Preserve is located between Leonard Road and the Grand River riverfront. The park protects the natural edges of the riverbank and serves to protect the views of the Grand River. Parking is not available at this natural greenway.

Amenities and Facilities

Preservation of views

ADA Accessibility

No current facilities.

Grand River Open Spaces

Spring Lake Township Van Wagoner Rd & W Spring Lake Rd 10.5 Acres



Overview

Grand River Open Spaces are open green spaces for the preservation of the Grand River natural areas.

ADA Accessibility

No current facilities.

River Run Park & Pellegrom's Preserve

Spring Lake Township Leonard Road 2.76 Acres





Overview

River Run Park is located on Leonard Road adjacent to the River Run Subdivision with Pellegrom's Preserve providing public viewing access to the Grand River. This park includes a section of the Leonard Road Bike Path that extends from the Village of Spring Lake to Jeffers Elementary School at the Township's eastern border.

Amenities and Facilities

- Pavilion with river views
- Non-motorized Pathway
- Demonstration Rain Garden

ADA Accessibility

The existing pathway and pavilion are ADA accessible.





Overview

Rycenga Park is located within both Spring Lake Township and Fruitport Township along Hemlock Road. The park was developed by Spring Lake Township on 40 acres gifted to the Township by John Rycenga, with 40 acres leased to the Township by Fruitport Community Schools. Rycenga Park is the focus for active recreational activities for Township residents. A new Rycenga Park Draft Master Plan was developed in 2024 which when complete will guide future developments.

Amenities and Facilities

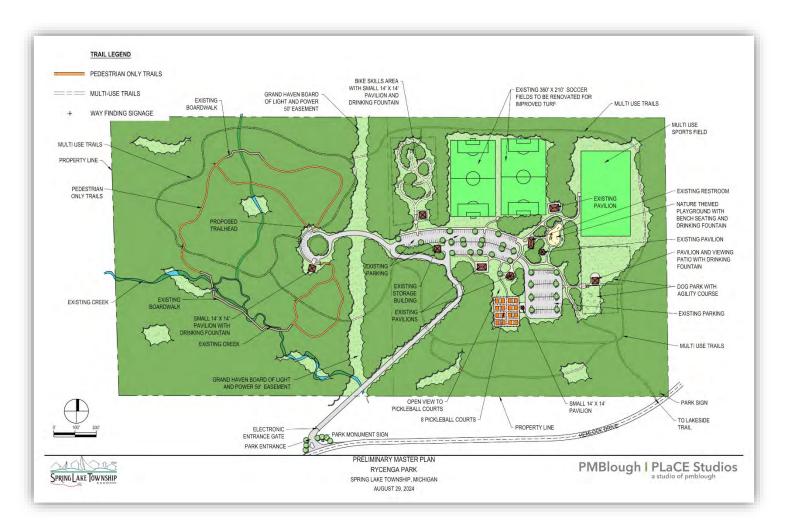
- 2 Baseball/Softball Diamonds
- 4 Picnic Shelters
- Nature Trails
 - o 0.75 gravel nature trail with boardwalks
 - 1.25 mile woodchip nature pathways
- 4 Basketball Courts
- Play Area
- 2 Soccer Fields
- Parking and Restrooms
- 2 Sand Volleyball Courts

Rycenga Park

ADA Accessibility

Most all of the park facilities are ADA accessible. Additional connecting walkways will improve circulation access to facilities. Nature trails are not accessible. The new 2024 Master Plan will, when adopted, expand accessibility as improvements are completed.

2024 Rycenga Park Draft Master Plan



Water Tower Park

Spring Lake Township Van Wagoner Rd & W Spring Lake Rd 5.33 Acres





Overview

Water Tower Park is located at the intersection of Van Wagoner Road and West Spring Lake Road across West Spring Lake Road from the Lakeside Trail pathway to the east and new Township pathway parallel to Van Wagoner Road to the south. The park functions as a neighborhood green space including pick-up games of soccer and for exercising dogs.

In 2024 the first phase of redevelopment was completed based on a new park master plan. The first phase included a new entrance, parking area, access walkways, drinking fountain, picnic table, bench and portable toilet.

Amenities and Facilities

- Open Lawn/Practice Field
- Two Tennis Courts
- Paved Parking
- Picnic Table
- Drinking fountain
- Seating Area
- Portable Toilet

ADA Accessibility

With the completion of the first phase of improvements, all park facilities are universal accessible except the tennis courts.

Water Tower Park

Spring Lake Township Van Wagoner Rd & W Spring Lake Rd 5.33 Acres

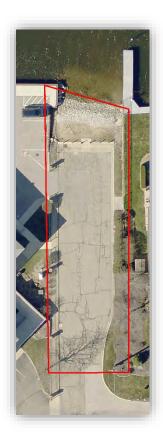
Master Plan



Village of Spring Lake Parks and Facilities

Alden Street End Park

Village of Spring Lake End Alden Street 0.06 Acre





Overview

This street end located on Spring Lake provides public access to the lake edge. Bollard lights mark the street. Drop-in kayak launching is allowed.

Amenities and Facilities

- Lake Viewing
- Drop-in Kayak and Canoe Launching

ADA Accessibility

No facilities are provided.

Central Park

Village of Spring Lake
East of Fruitport Rd Via Central Ave, North of M-104
8.4 Acres





Overview

Central Park is the largest park within the Village of Spring Lake. The park is a focus for active recreation. Central Park has direct access on the south via Rotary Drive from M-104 and on the East of N. Fruitport Road via Central Avenue. It is also adjacent to and accessible by pedestrians and bicyclists from the Lakeside Trail Linear Park. A new master plan for redevelopment was complete is 2024.

Amenities and Facilities

- Picnic Tables
- Play Areas
- Restroom
- Shelter/Storage Building
- Large Shelter

- Pickleball (6)
- Adult and Youth Softball/Baseball Diamonds (2)
- Basketball Courts (2)
- Dog Park

ADA Accessibility

Central Park facilities have been constructed over several decades with many prior to the current ADA accessibility codes and standards. The park does have accessible parking, access to the pickleball and basketball courts, restroom building, and to the adjacent Lakeside Trail Linear Park. The play areas, ball diamonds, picnic tables, and other facilities are not considered ADA accessible. As the park is updated through renovations, these facilities will be updated and brought up to current codes.

Central Park Master Plan

CENTRAL PARK MASTER PLANNING - PARK OVERVIEW





South Cutler Street Overlook

Village of Spring Lake
End S. Cutler St.
0.2 Acres





Overview

South Cutler Street right-of-way provides fishing access and viewing of the Grand River. This site is east of and contiguous with Mill Point Park with a pathway connecting to Tanglefoot Park. A paved access drive and parking area serve the site. An existing fishing and river observation deck provides excellent views of the Grand River. The parking area also has electric vehicle charging stations.

Amenities and Facilities

- Paved Parking Area
- Viewing Deck/Fishing

ADA Accessibility

Currently the facilities are not fully accessible.

North Jackson Street Dock

Village of Spring Lake End Jackson Street 0.06 Acres





Overview

North Jackson Street Dock is a public street end. In 2024, this aging public access was redesigned and includes new sheet pile wall and decking. Construction is anticipated in early 2025. The new deck will provide picnic, fishing, and lake viewing opportunities.

Amenities and Facilities

- Viewing/Fishing Deck
- Picnic Tables
- Boat Tie-Ups

ADA Accessibility

The facilities were constructed to be ADA accessible in 2003. The new replacement deck will meet current 2025 ADA and Universal access standards.

Lakeside Beach

Village of Spring Lake
Corner of N. Lake St and Beach Drive
1 Acre





Overview

This public swimming beach, about one acre in size, is located at the northwest corner of Lake Street and Beach Avenue. This facility is the main public beach on Spring Lake. Sidewalks along Lake Street provide good pedestrian access to the park site. Parking at this location is provided along the adjacent street. The beach provides public swimming during the summer and fishing and viewing access the remainder of the year. Residents also access the beach during non-summer months for drop-in kayak access.

Amenities and Facilities

- Sand Beach
- Restrooms
- Picnic Tables
- Benches
- Deck overlooking Spring Lake

ADA Accessibility

The walkways, picnic tables, and overlook deck are ADA and Universal accessible. The restroom building is partially accessible. The swimming beach water access has not been made accessible, although the adjacent walkway and tables are.

Mill Point Park & Boat Launch

Village of Spring Lake School St & Exchange St 13.5 Acres





Overview

This waterfront park contains 13.5 acres of land with Grand River frontage and wetland. The park is the site of the "Music at the Point" summer concert series, festivals, fireworks during the annual Spring Lake Heritage Festival, and the annual Spring Lake Wooden Boat Show. The boat launch has dual launch ramps with floating docks. Once the update is complete, parking will be available for 44 truck & trailer combinations, as well as 31 autos, 7 ADA accessible. Facilities include public restrooms, a boardwalk, and viewing/fishing decks. The Rotary Clubs Centennial Band Shell provides a performance venue. A nine-acre wetland preserve provides a nature walk and direct access to Savidge Street. In 2024 the boat launch and parking areas were redesigned with construction scheduled to be complete before the end of 2024. The improvements also include new lighting and security cameras.

Amenities and Facilities

- Restrooms and Venue Shelter
- Picnic Tables and Grills
- Benches
- Deck overlooking the Grand River
- Play Area
- Wetland Boardwalk
- Boat Launch and Small Marina
- Floating Boat Dock

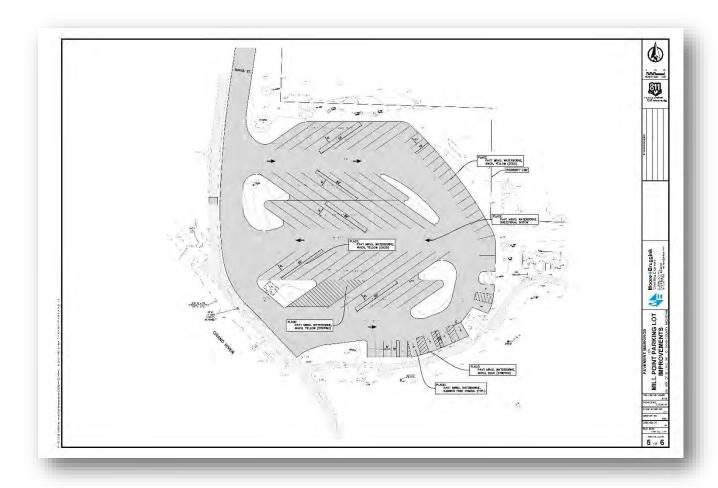
ADA Accessibility

Most of the facilities within the park are ADA accessible.

Mill Point Park & Boat Launch

Village of Spring Lake School St & Exchange St 13.5 Acres

2024 Improvement Plan



North Division Street End

Village of Spring Lake End N. Division Street 0.08 Acres





Overview

This site includes a small sand area on Spring Lake. The site slopes downward from the street approximately eleven feet in elevation to the water's edge. A bench is provided at the water's edge.

Amenities and Facilities

Water access

ADA Accessibility

The facilities are not ADA accessible.

North Buchanan Street End

Village of Spring Lake End N. Buchanan Street 0.06 Acre







Overview

This street end provides a small passive water access area.

Amenities and Facilities

• Water access to Spring Lake

ADA Accessibility

As the site is informally developed, the site does not provide ADA or Universal accessibility from the street edge to the water's edge.

Parkhurst Street End

Village of Spring Lake End Parkhurst Street 0.2 Acre







Overview

Access to Spring Lake is by a bituminous walkway from the intersection of Buena Vista and Parkhurst.

Amenities and Facilities

Water access

ADA Accessibility

The pathway to the waterfront is accessible.





Overview

Tanglefoot Park has recently been redeveloped to provide better community access to the Grand River and a new community gathering place.

Amenities and Facilities

- Outdoor Fireplace
- Indoor/Outdoor Pavilion Catering Kitchen and Restrooms
- Parking Area
- Splash Pad
- Fishing Pier
- Seasonal and Transient Boat Slips
- Kayak/Canoe Launch with Self Service Kayak Rental Kiosk

ADA Accessibility

All facilities are Universal Accessible.

Whistle Stop Playground

Village of Spring Lake
Grand Trunk Trail, Between Cutler St & Park St
0.3 Acres





Overview

Whistle Stop Playground is part of the Lakeside Trail Linear Park and is located between Cutler Street and Park Street. The park has a play area, a focus on public art, including a mural, and educational landscaping utilizing native plant materials,

Amenities and Facilities

- Playground
- Pavilion
- Water Fountain

ADA Accessibility

The park is ADA and Universal accessible. The play area surfacing requires some repairs that the Village has identified in their capital improvement budget.

ADA Accessibility Assessment of Existing Park Facilities

The *Guidelines for the Development of Community Park, Recreation, Open Space and Greenway Plans* prepared by the Michigan Department of Natural Resources Grant Management Division requires the completion of an Accessibility Assessment. This Plan includes the following areas directed to the identification and planning for ADA and Universal Accessibility.

ADA Park Review and Assessment

This assessment was completed in each park during the individual park tours and the information has been incorporated into the planning process.

Individual Park Inventory Sheets

A brief description of the accessibility of each park is included for public information on the individual park inventory sheets within the Recreation Inventory section of the plan. These sheets will be available for public viewing and use on the community websites.

ADA Accessibility Assessment Chart

An ADA accessibility Assessment Chart is included in this section which summarizes the accessibility of the parks within the five communities based on the MDNR Accessibility Ranking System further discussed below.

Goals and Objectives

Each of the communities included future Goals and Objectives for improving ADA accessibility within the parks through renovation and future development projects. These are included in the Goals and Objectives Section.

Action Plan and Future Projects

Each of the communities embraces the commitment to make the parks more accessible. As they renovate and improve the existing parks the facilities are being upgraded and made more accessible. New facilities are incorporating the principles of Universal Design from the initial design through construction. These projects are being accomplished as funding is available for park improvements.

MDNR ADA Accessibility Ranking System

The MDNR planning booklet provides a ranking system that was updated in November of 2018 to the following to be utilized in evaluating public parks and open spaces. This ranking system is based on the following:

- 1= None of the facilities meet 2010 ADA Standards for Accessible Design
- 2= Some facilities meet 2010 ADA Standards for Accessible Design
- 3= Most facilities meet 2010 ADA Standards for Accessible Design
- 4= The entire park meets 2010 ADA Standards for Accessible Design

5= The entire park was developed using the Principals of Universal Design.

Appendix D. Barrier Free Accessibility Requirements for Parks, within the guideline's booklet, provides the following written comments regarding parks and accessibility.

"Recreational areas, facilities, and programs play an important role in the life of the community; therefore, it is essential that people with disabilities have an equal opportunity to enjoy these areas and any programs provided. Federal and state laws prohibit discrimination on the basis of disability, and these laws apply to parks and other recreation lands and programs controlled and operated by local units of government. The DNR has a strong commitment to barrier free recreational opportunities in our department-managed programs and facilities. This commitment extends to those communities that receive recreation grants.

Under the state Utilization of Public Facilities by the Physically Limited Act (Public Act 1 of 1966, as amended) all facilities, including improved areas used for recreation, must meet the barrier free design requirements contained in the state construction code. Under this act, the administration and enforcement related to barrier free design requirements are vested in the local or state government agency responsible for issuing a building permit. If the project does not require a building permit, administration and enforcement of barrier free design requirements are vested in the Department of Licensing and Regulatory Affairs.

Any request for an exception to the barrier free design requirements of the state construction code must be submitted to the Barrier Free Design Board, within the Department of Licensing and Regulatory Affairs. (517-241-9328). The Barrier Free Design board has the responsibility to receive, review, and process requests for exceptions to barrier free design specifications; require appropriate equivalent alternatives when exceptions are granted; and receive, process, and make recommendations for barrier free design rules.

The Department of Justice published revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 "ADA" in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards or Standards". The 2010 Standards set minimum requirements—both scoping and technical—for newly designed and constructed or altered state and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. The Federal Standards have precedence over State codes.

Adoption of the 2010 Standards also established a revised reference point for Title II entities (public entities-State or local government) that choose to make

structural changes to existing facilities to meet their program accessibility requirements and it establishes a similar reference for Title III entities (places of public accommodation) undertaking readily achievable barrier removal.

Because the state construction code and 2010 Standard does not apply to many recreation facilities, it is essential that you also be aware of and understand the existing federal guidelines covering these types of facilities. On September 26, 2013, The Federal Architectural and Transportation Barriers Compliance Board (known as the Access Board) issued updated guidelines, entitled the Accessibility Guidelines for Outdoor Developed Areas. These guidelines are enforceable under the Architectural Barriers Act (ABA) Standards for federal agencies on November 26, 2013. They should eventually be adopted as enforceable standards for Title II and III agencies, but until that occurs, the existing ADA Standards must be followed when the two conflict.

Included in the Outdoor Guidelines are technical provisions for the number and types of recreation facilities including camping facilities, picnic facilities, viewing areas, trails and beach access routes. While none of these guidelines has yet been adopted for Title II and Title III agencies, they represent the best information available on developing barrier free recreation facilities. Questions regarding 2010 ADA standards and the Accessibility Guidelines for Outdoor developed Areas should be directed to the Department of Justice ADA Technical Assistance, 800-514-0301 (voice) or 800-514-0383 (TTY)."

ADA Accessibility Assessment Chart

The ADA Accessibility Assessment Chart is included on the following page.

	ility Assessment Chart						November 25, 2024	
Municipality	Park Name	1	2	3	4	5	Key: MDNR Ranking System	
City of Ferrysburg	City Hall Park						1 = None of the Facilities Meet 2010 ADA Standards for Accessible Design	
City of Ferrysburg	Coast Guard Park				1 1		2 = Some of the Facilities Meet 2010 ADA Standards for Accessible Design	
City of Ferrysburg	Ferrysburg Nature Preserve				-		3 = Most of the Facilities Meet 2010 ADA Standards for Accessible Design	
City of Ferrysburg	Fire Barn Park						4 = The Entire Park Meets 2010 ADA Standards for Accessible Design	
City of Ferrysburg	Kitchel-Lindquist-Hartger Dunes Preserve			1 = 1			5 = The Entire Park Was Developed Using the Principals of Universal Desig	
City of Ferrysburg	Mike Herman Park			1 -		-		
City of Ferrysburg	Sunnyside Park				411		4	
City of Ferrysburg	William Montague Ferry Park						1	
City of Grand Haven	Bicentennial (Riverview) Park						4	
City of Grand Haven	Bolt Park	-					-	
City of Grand Haven	Central Park						4	
City of Grand Haven	Chinook Pier	-					4	
City of Grand Haven City of Grand Haven	City Beach Park						-	
	Duncan Woods					-		
City of Grand Haven	East Grand River Park	+=					1	
City of Grand Haven	Escanaba Park						4	
City of Grand Haven	Grand Haven Musical Fountain						1	
City of Grand Haven City of Grand Haven	Harbor Island Linear Park	+					1	
City of Grand Haven	Harbor Island Johnston Park				-		-	
City of Grand Haven	Klaver Park						1	
City of Grand Haven							1	
City of Grand Haven	Klempel Park						1	
City of Grand Haven	Lighthouse Connector Park Mulligan's Hollow	1					1	
City of Grand Haven		+					4	
City of Grand Haven	N. Shore Fisherman's Parking Lot Rix Robinson Park	+					1	
City of Grand Haven	Sluka Field	+					1	
City of Grand Haven	Veterans Memorial Park	+					4	
City of Grand Haven	Lynne Sherwood Waterfront Stadium	+					4	
City of Grand Haven	William Hatton Park	1					1	
City of Grand Haven	Willow Park						1	
Grand Haven Township	Brucker Access						1	
Grand Haven Township	Buchanan Access						1	
Grand Haven Township	Hofma Preserve & Park							
Grand Haven Township	Mercury Park						1	
Grand Haven Township	Millhouse Park						1	
Grand Haven Township	Odawa Battle Point Boat Launch						1	
Grand Haven Township	152nd Access							
Grand Haven Township	Pottawattomie Park						1	
Grand Haven Township	Schmidt Heritage Park						1	
Grand Haven Township	Shiawassee Access	1 = 1					1	
Spring Lake Township	Black Lake Park			-			1	
Spring Lake Township	Disc Golf Course						1	
Spring Lake Township	Glafcke Family Public Preserve			-	1		1	
Spring Lake Township	Grand River Open Spaces		1 34	1	(E)	1 = 1	1	
Spring Lake Township	River Run Park & Pelegraom's Preserve	115			= 1		1	
Spring Lake Township	Rycenga Park	1 1	1			VIII.	1	
Spring Lake Township	Water Tower Park	TEL					1	
Village of Spring Lake	Alden Street End		ii ii		1 = 1		1	
Village of Spring Lake	Central Park						1	
Village of Spring Lake	Cutler Street End						1	
Village of Spring Lake	Jackson Street End		1	1 = 1			1	
Village of Spring Lake	Lakeside Beach						1	
Village of Spring Lake	Mill Point Park & Boat Launch		144					
Village of Spring Lake	N.Buchanan Street End						j	
Village of Spring Lake	N. Division Street End		12.4	+ = +	1			
Village of Spring Lake	Parkhurst Street End					i		
Village of Spring Lake	Tanglefoot Park						1	
Village of Spring Lake	Whistle Stop Playground		i = i		1-1			
Trails	Grand Haven Waterfront Trail						1	
Trails	Grand Haven Township Non-Motorized							
Trails	Lakeshore Connector Path						j	
Trails	Lakeside Trail							
Trails	Linear Trail Park	1						
Trails	North Bank Trail	1		1	1		A	

Area Trail & Pathway Maps

The Grand Region has significant water resources for use of the Grand River and Lake Michigan as water trail routes. There are also extensive non-motorized trail resources in existence with many more miles being planned that link the communities, parks, schools, natural resources, neighborhoods, and key community locations such as shopping districts and service facilities.

These include, but are not limited to the following:

Grand River Heritage Water Trail

Grand Haven, Spring Lake, Ferrysburg Pathways

Grand Haven Township Non-Motorized Pathways

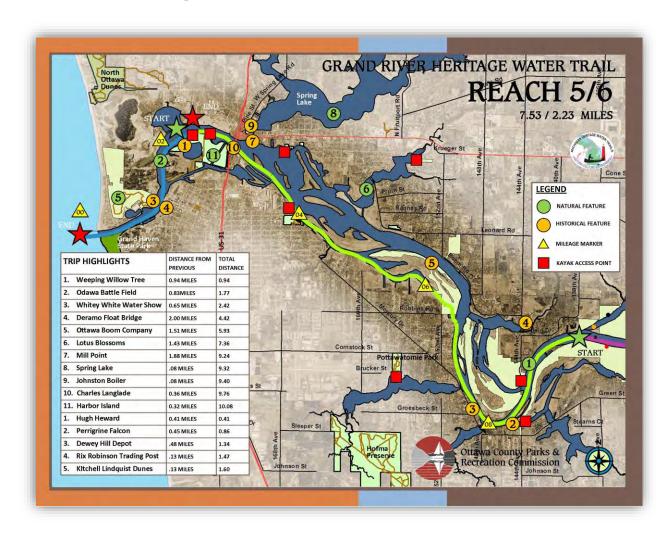
North Bank Trail

Lighthouse Connector Trail in Grand Haven along Channel

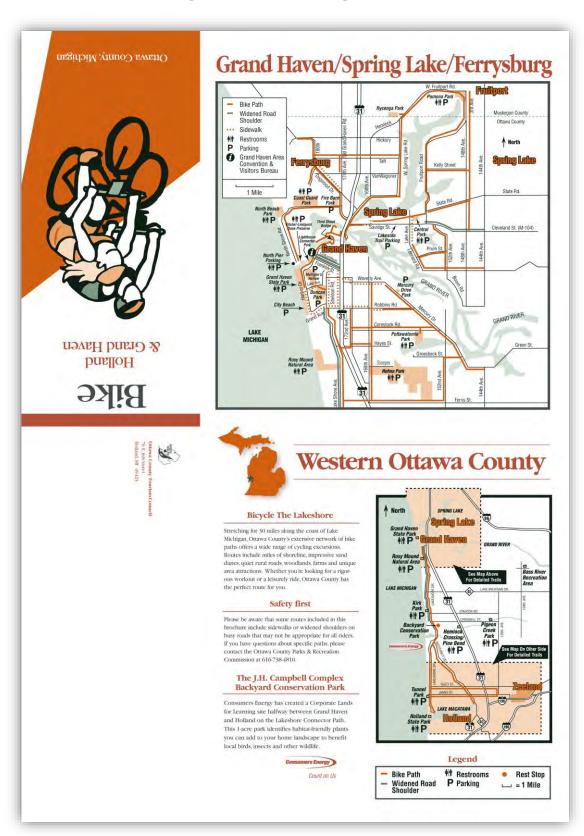
Idema Explorers Trail

USBR-35 (US Bicycle Route 35)

Grand River Heritage Water Trail (Reaches 5 and 6)



Grand Haven, Spring Lake, Ferrysburg Pathways



Grand Haven Township Non-Motorized Pathways



North Bank Trail in Spring Lake Township with Connection to the Village of Spring Lake to West





Idema Explorers Trail-Grand River Greenway



Ottawa County Parks and Recreation Commission

The Ottawa County Parks and Recreation Commission has an extensive system of parks which is funded through public millages, fees, donations, and grants. The list below does not include all of the County Parks but does include parks located in surrounding Townships and Cities, which are used most frequently by the Region's residents.

Kirk Park- (Within Grand Haven Charter Township)

Kirk Park is located in the southern region of Grand Haven Township. The 68-acre park is located on Lake Michigan with 1,850 lineal feet of Lake Michigan beach. The land is comprised of beach front, sand dunes and wooded back dune areas. Facilities include a picnic pavilion, playground, restrooms, Kirk Park Lodge, open picnic areas, swimming beach, hiking trails and un-groomed cross country ski trails, and horseshoe pit. New to the park is an off-leash dog beach.

Hiawatha Forest (Within Grand Haven Charter Township)

Hiawatha Forest, located on Fillmore, is a 365-acre flat natural site with both hardwood stands and red pine plantations with a very limited, unmarked trail system. A small parking area and information kiosk is the only developed facilities. Off-trail hiking and cross-country skiing is allowed as well as both on or off leash dog use.

Rosy Mound Natural Area- (Within Grand Haven Charter Township)

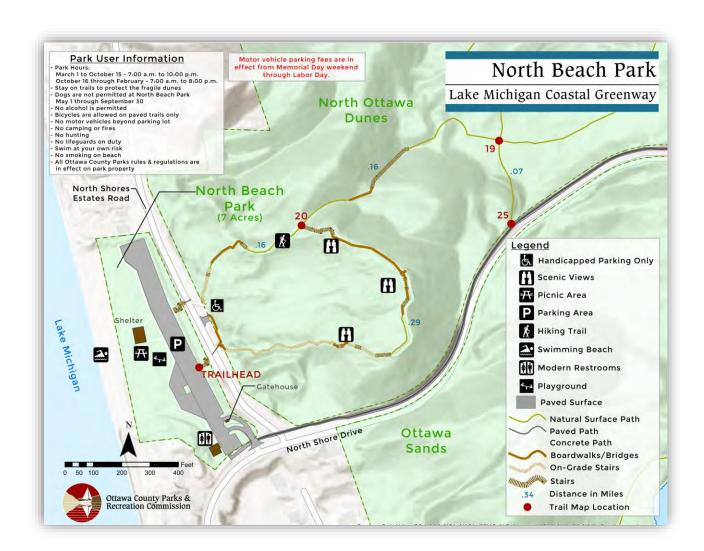
Rosy Mound Natural Area is 276 acres of unique sand and wooded dunes with .65 miles of Lake Michigan shoreline. Facilities include extensive walkways and stairways within the dunes and woodlands to Lake Michigan, picnic facilities, restrooms near the parking area and beach, a unique shade canopy near the beach, interpretive signs, and parking. The park is connected along Lakeshore Drive to the Township's Non-Motorized Pathway System.

North Beach Park- (Within the City of Ferrysburg)

North Beach Park is a popular seven-acre park located north of the Grand River channel in the City of Ferrysburg. The park includes 745 lineal feet of Lake Michigan beach with a large natural dune formation with a dune stairway and observation platform for lake viewing. The beach is open for swimming and public access. Park facilities also include a large picnic shelter, barrier free beach walkway, seasonal vending concession, play area, sand volleyball court, picnic tables and grills, and restrooms.







North Ottawa Dunes (Located in the City of Ferrysburg)

The North Ottawa Dunes encompasses 593 acres of natural dunes areas between the Grand River and the southern boundary of P.J. Hoffmaster State Park. Ten miles of hiking trails provide access to the dunes as well as North Ottawa Beach Park, P.J. Hoffmaster State Park, Ferrysburg's Coast Guard Park, and other undeveloped land owned by Spring Lake Township. Access to the dunes ten miles of informal trails is through the trailhead and parking at Coast Guard Park with trailhead facilities including picnic tables, restrooms, and hiking trails.

Ottawa Sands Park (Located in the Cities of Ferrysburg and Grand Haven)

The 345-acre property sits between green space preserves and natural areas owned by the cities of Grand Haven and Ferrysburg and North Ottawa Dunes County Park. The park is newly acquired, and master planning of the site is expected in 2020. The property includes forested dunes, an 80-acre inland lake, and riverfront land with wetlands.

Olive Shores

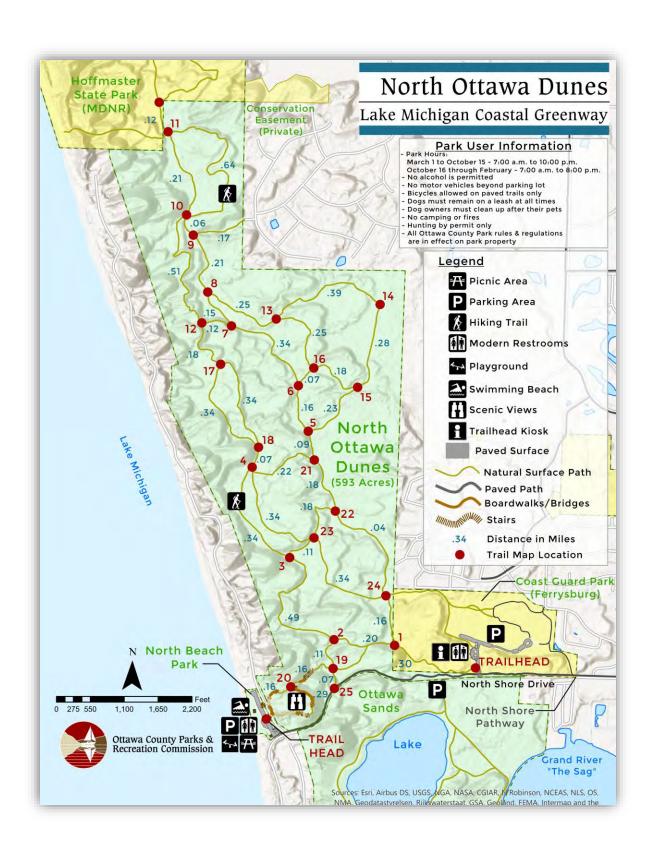
The mostly wooded 20-acre site includes a steep sand dune formation with 738' of Lake Michigan frontage. Facilities include a parking area, restrooms, picnic tables, a barrier free trail loop, and a boardwalk through the dunes with overlooks of Lake Michigan and beach access including swimming.

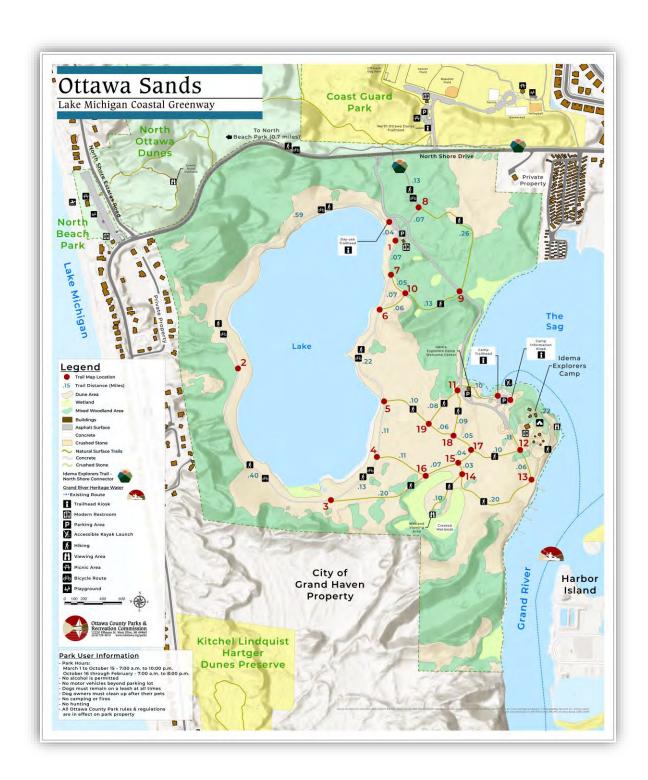
Tunnel Park

Tunnel Park is a 22-acre park located south of the Township on Lake Michigan. It offers beach swimming, picnic facilities, restroom building, four sand volleyball courts, two picnic shelters, playground, horseshoe pit, and dune stairway. A unique tunnel provides access to the Lake Michigan beach.

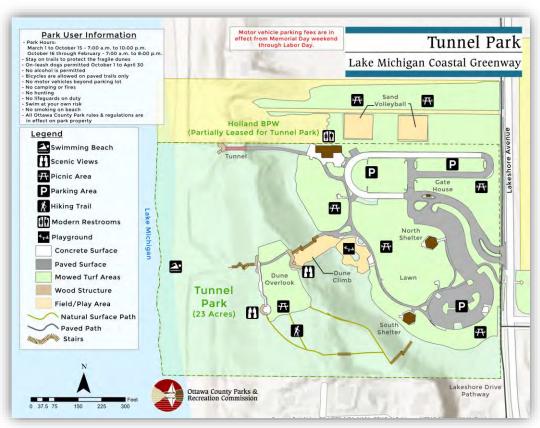
Hemlock Crossing and Pine Bend

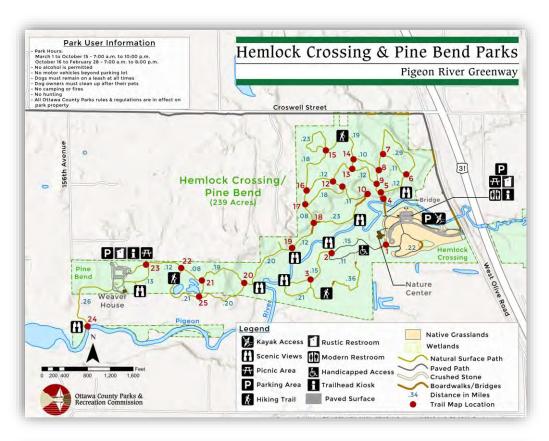
Hemlock Crossing and Pine Bend are a combined 239 acres of woods and wetlands along the Pigeon River. The parks offer over 6 miles of trails for hiking and cross-country skiing. Facilities include parking, a Nature Education Center, a unique pedestrian bridge, scenic overlooks along the trails, two small picnic shelters with tables and grills, modern restrooms, hiking, and a canoe and kayak launch. The adjacent Pine Bend Park offers additional parking, picnic tables and grills, the Weaver House, historic interpretation, rustic toilets and trails.

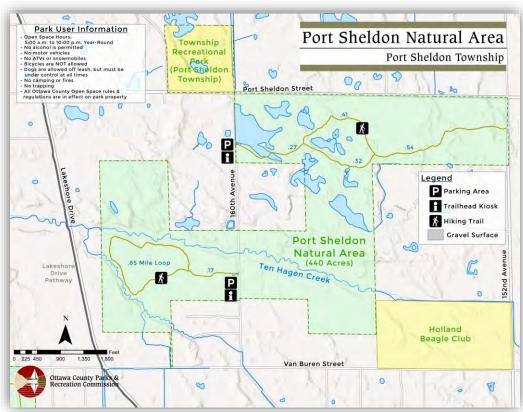












Port Sheldon Lake Michigan Property

Located in Port Sheldon Township, this is a small 6.68 acres of land located on Lake Michigan with 200 feet of shoreline. The park land is forested dune land and is currently undeveloped.

Riverside Park

This is a 64-acre park located in Robinson Township on the Grand River with approximately 4,350 feet of waterfront. Facilities include a boat launch, picnic shelter, fishing docks, and rustic toilets.

Connor Bayou Property

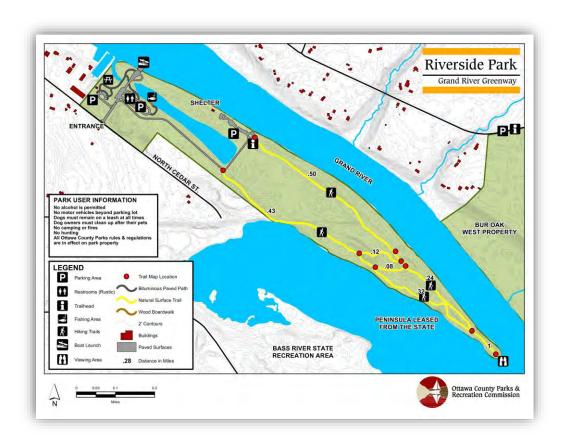
This parcel of land has nearly a mile of Grand River frontage within 142 acres of land. Facilities include a Woodland Cabin, parking areas, ADA accessible walkways, rustic toilets picnic tables, hiking trails and boardwalks, kayak and canoe launch, rover overlook decks and fishing dock.

Pigeon Creek Park

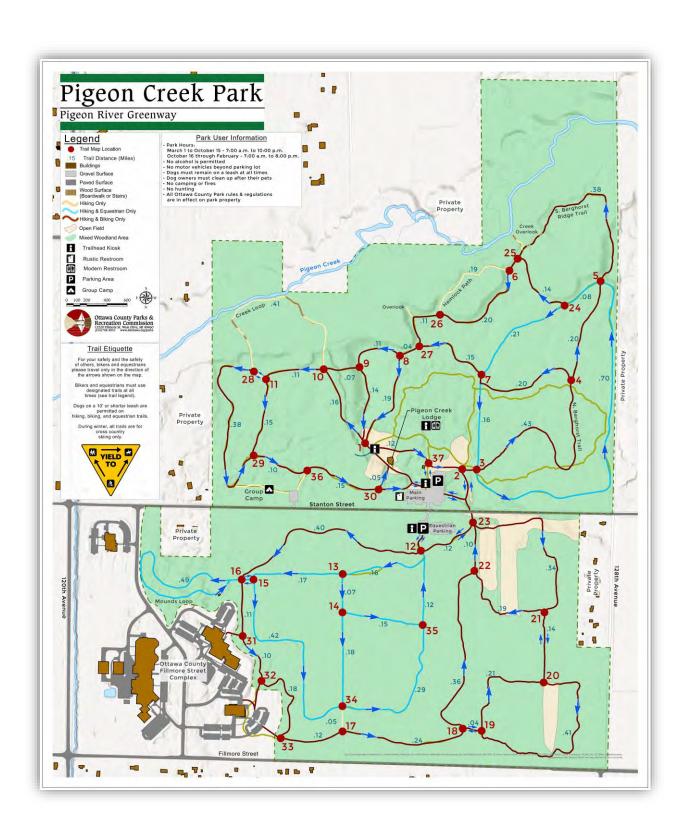
Pigeon Creek is a 282-acre natural area along Pigeon Creek with another 130 adjacent acres of County Open Space land. The natural areas include over ten miles of trails through the wooded and wetland areas. The trail system includes designated trails for hiking, biking, and equestrian use, and a 0.9-mile trail barrier free trail loop. Winter sports include trails groomed for classic and ski skating, and a sledding hill. Three miles of the trails are lighted for winter night use. A large indoor Pigeon Creek Lodge provides for programming, ski rental, and serves as a winter warming building. A group camping area can be reserved by recognized organizations.

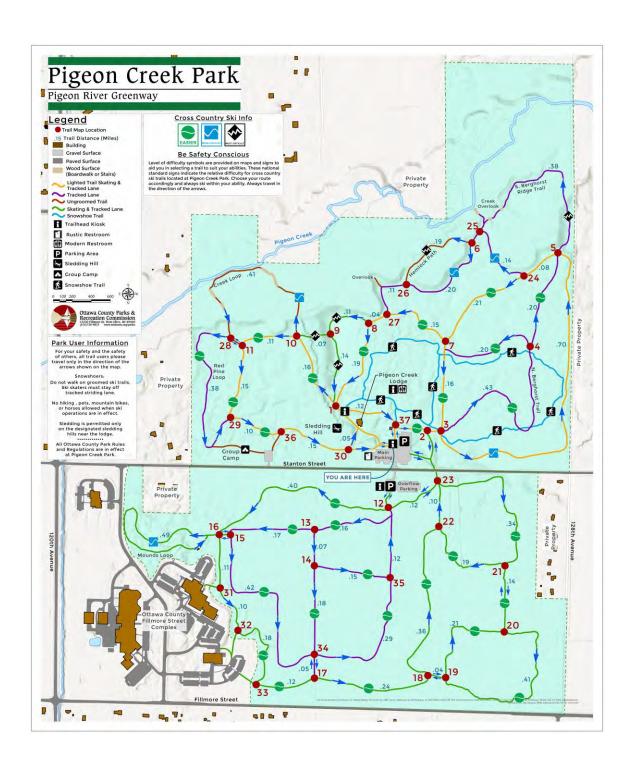
Deer Creek

Deer Creek is a two-acre public site located on the Grand River. A boat launch for small fishing boats, canoes, and kayaks with picnic tables and rustic toilets are the available facilities.









Michigan Department of Natural Resources Parks & Lands

The State of Michigan owns several acres of land that provide recreational resources within the regional area. They include the following:

Grand Haven State Park

Grand Haven State Park is located on the south side of the channel at the mouth of the Grand River as it enters Lake Michigan. The park is located within the City of Grand Haven and includes 160 camping spaces directly on the beach as well as a large public beach. The park is very popular and is filled to capacity almost daily in the summer months for beach use, picnics, swimming, and sand volleyball.

P.J. Hoffmaster State Park

Hoffmaster State Park is located five miles north of Grand Haven directly on the shores of Lake Michigan. The park is unique and features environmentally sensitive sand dunes. The park facilities include hiking trails, camping, a large beach and picnic facility. Of interest is the E. Genevieve Gillette Sand Dune Interpretive Center offering both static and changing exhibits featuring the formation of Michigan sand dunes, plant life, and wildlife.

Grand Haven State Game Area

Several hundred acres of natural area located within and along the Grand River at the north edge of Grand Haven Charter Township.

Agnew Roadside Park

This is a small roadside park located along M-31 and serves mostly motorists traveling the highway. The park includes picnic facilities and rustic restrooms.

West Michigan Land Conservancy

The West Michigan Land Conservancy has three preserves with Northwest Ottawa County: Palomita Reserve (40 acres), DePersia South Highlands Nature Preserve (13 acres), and Minni Skwark Nature Preserve (26 acres). The locations and more information can be found on the Conservancy's website.

Duncan Woods Private Land Trust

Duncan Woods is a private trust of wooded, natural land located within the City of Grand Haven. The trust provides for public use and enjoyment of the woods and is open and operated by a private trust fund board.

North Ottawa Rod and Gun Club

The North Ottawa Rod and Gun Club is located at 13064 160th Avenue within Grand Haven Township. The non-profit club provides opportunities for skeet and trap fields, an outdoor rifle range, a 3-D archery course, and an indoor pistol range. The public and members are invited to utilize these facilities based on club fees. The Club provides classes in youth and hunter safety, concealed carry CCW/CPL, outdoor education instruction for Grand Haven Area Public Schools, Saturday youth programs, and shooting opportunities for area residents.

School Facilities within the Planning Area

The following public-school facilities are located within the City of Ferrysburg, City of Grand Haven, Grand Haven Township, Spring Lake Township & Village of Spring Lake. The recreation facilities that are available are noted.

Spring Lake Junior High

Village of Spring Lake, 21 Acres

Facilities include two soccer fields, Football and training field, one adult and one children's ball field.

Spring Lake High School

Spring Lake Township

Facilities include 8 tennis courts, a large field, baseball field, and Spring Lake Community and Aquatic Center.

Holmes Elementary School

Village of Spring Lake, 6.6 Acres

Facilities include a large playground, tennis courts, small ball field and low basketball hoops.

Jeffers Elementary School

Spring Lake Township

Facilities include a playground and basketball court.

Lake Hills Elementary School

Spring Lake Township

Facilities include a large playground. The school is also adjacent to 100 acres of Township owned dune land.

Grand Haven High School

Grand Haven Township

The High School on 129 acres is located centrally in the Township and opened in September of 1997. The building houses a gymnasium field house for 3,000 spectators, an aquatic center with a pool open for community use, and a large performing arts auditorium as well as other inside gymnasiums and facilities. The outside facilities include eight tennis courts, a soccer & lacrosse stadium, a football stadium with track facilities, a football practice field, two baseball diamonds, two softball fields, and a cross-country trail.

Peach Plains Elementary School

Grand Haven Township

Peach Plains Elementary School is located in the northeastern region of the Township on 14 acres of land. The recreational facilities include a playground, combined basketball/tennis courts, a play field, and a softball field. Indoor facilities include a gymnasium.

Rosy Mound Elementary School

Grand Haven Township

Rosy Mound Elementary School is located along Lakeshore Drive in the western regions of the Township. The school is located on a smaller school site with 10 acres of land. The school facilities available for recreation include a playground, basketball courts, a softball field, outdoor shelter, exercise course and a play field. Indoor facilities include a gymnasium.

Lakeshore Middle School

City of Grand Haven

Facilities include a football and track field, tennis courts, shared tennis/basketball courts, and two open fields.

Ferry Elementary School

City of Grand Haven

Facilities include a large playground, two softball fields, and basketball courts.

Mary A. White Middle School

City of Grand Haven

Facilities include two softball fields, basketball courts and a playground.

White Pines Middle and Griffin Elementary School

City of Grand Haven

Facilities include tennis courts, combined football/soccer/track facility, two baseball fields and a large playground area.

Previous Michigan Department of Natural Resources Recreation Grants Documentation

Each of the communities have received previous Michigan Department of Natural Resources Recreation Grants which are listed below. These projects have been vital additions to recreation within the community and are enjoyed daily. The communities have completed the required Post Completion Self Certification forms which are available separately.

City of Ferrysburg Previous Grants

City of Ferrysburg-Grant History and Inventory

ear	Number	Project Title	Project Scope	Grant Amount	Status
1972	26-00345	Municipal Park	Develop 4.8 acres with 1 ball damond, 2 tennis courts, parking, fencing, landscaping and site improvements.	\$ 19,500.00	Closed
1983	TF717	North Shore Dune	Acquisition of large forested sand dune within the Grand Haven city limits and is adjacent to an existing Cernral Michigan University natuer preserve, locally known as Kitchel dunes.	\$300,000.00	Closed
1993	BF93-291	Coast Guard Park Development	Coast Guard Park entrance improements, sie prepartiaon, drives, parking, walks, paved walkway, basketball court, sand volleyball courts, picnic shelter, play area, site furniture, and landscaping.	\$ 150,000.00	Closed
1999	CM99-259	Coast Guard Park	Tennis courts with lighting, basketball courts with lighting, 3 volleyball court s with lighting, paved walkway, walkway lighting, paved driveway and parking area with lighting.	\$ 172,500.00	Closed
		Total Amount of Grant F	unds Awarded	\$ 642,000.00	

City of Grand Haven Previous Grants

City of Grand Haven- Grant History and Inventory

ear ear	Number	Project Title	Project Scope	Grant Amount	Status
1973	26-00391	Grand River Boat Launch Area	Land acquisition of 3.25 land on the Grand River	\$ 24,151.45	Closed
1977	26-01023 S	Eastern Park Development	Picnic area, picnic shelter with benches, playground, restroom, and walkways.	\$ 35,257.54	Closed
1985	26-01438	Chinook Pier Park	Irrigation system, landscaping, paved walkway, picnic shelters, play equipment, site furniture/benches/drinking fountain, signs, site preparation/grading/removal , street construction/curb/work/tops oil and seeding.	\$ 64,095.39	Closed
1993	BF93-262	Mulligan's Hollow	Ballfield improvements, clearing/ removals/grading, Five Mile Hill Overlook, parking area, picnic tables, resurface tennis courts, signage, topographic survey, topsoil, and seeding.	\$ 110,000.00	Closed
1998	BF98-100	Harbor Island Observation Deck	Floating observation deck, connector paths, construction of natural trails, observation deck ADA compliable, site amenities and signage, site preparation.	\$ 26,680.00	Closed

2004	26-01639	Mulligan's Hollow Skate Park	Development of a concrete skate park and utilities within Mulligan's Hollow Park.	\$ 178,800.00	Closed
2008	TF08-076	East Grand River Park Improvements	Development will include barrier-free boardwalk with fishing piers along the Grand River, playground, and gazebos.	\$ 300,000.00	Closed
2009	TF09-099	City Beach Improvements	Development to include a family facility, picnic tables and sidewalk to link bathroom facility to existing barrier-free walk to Lake Michigan.	\$ 115,200.00	Closed
2010	TF10-003	Eagle Ottawa Riverfront Acquisition	Acquisition of two parcels of water frontage to enable the city to develop a linear park and trail to connect the city's east and west sides.	\$ 181,000.00	Withdrawn

2010	TF16-0042	Waterfront Stadium Park Renovation	Development to improve the Grand River waterfront at Waterfront Stadium Park, removing the current concrete pad and bleacher seating used to view the musical fountain, fireworks and the Grand River and replacing it with an outdoor amphitheater which will include a grassy area for volleyball and ice rink use to expand on the site's year round use. New ramps will increase access to viewing and river enjoyment for all mobility levels. With this renovation, the City will be one step closer to its goal of expanding the waterfront area to full recreational use by the public.	\$ 280,000.00	Closed
2016	TF16-0043	Mulligan's Hollow Parking Improvements	A development project that will create a new parking area of approximately one acre 134 spaces in Mulligan's Hollow Park. Parking in Mulligan's Hollow has been stretched to the limit and the current 125 spaces available no longer meet demand. The new parking	\$ 280,000.00	Closed
2017	TF17-0062	Sluka Field Restroom/Concession Building Renovation.	Access pathways, recycle bins, restroom building, and utilities.	\$ 300,000.00	Closed

		Total Amount of Grant G	Biven	\$ 2,447,384.38	
2023	26-01888	Sluka Field Renovations	Bleachers, dugouts, fence, landscaping, lighting, and paved parking area.	\$ 293,900.00	Open
2019	26-01827	Mulligan's Hollow Park Improvements	Access pathway 6' wide or more, basketball court, benches, fence, landscaping, paved parking area, picnic tables, and recycle bins.	\$ 258,300.00	Closed

Grand Haven Charter Township Previous Grants

Grand Haven Township- Grant History and Inventory

ear	Number	Project Title	Project Scope	Grant Amount	Status
1973	26-00429	Mercury Drive Park Acquisition	Acquisition of 6.9 acres to develop Mercury Park.	\$ 32,812.79	Closed
1976	26-00777	Hofma Nature Park	Two restrooms, water well, parking, trails with benches, and LWCF sign.	\$ 23,697.56	Closed
1984	26-01358	Hofma Trust Park Development	Acquisition of 100 acres for Hofma Park.	\$ 164,161.73	Closed
1989	BF89-483	Hofma Park Recreation	Development of Hofma Park including soccer field, picnic areas, playgrounds, outdoor basketball court, paved entrance road and parking.	\$ 112,000.00	Closed
1990	TF90-254	Pottawattomie Park	Development of a floating pier, playgrounds, picnic area, volleyball courts, drives and parking, signage, lighting and a restroom on Pottawattomie Bayou of the Grand River.	\$ 300,000.00	Closed
1994	TF94-258	Pottawattomie Park	Development of the second phase of a 21 acre Township park to address recreational deficiencies including soccer, trails, and fishing/water access.	\$ 100,000.00	Closed
1997	TF97-112	Odawa/Battle Point Launch (Formerly 144th Avenue Land Acquisition)	Acquisition of 1.58 acres of property on the Grand River adjacent to the 144th Avenue road end. An additional 0.56 acres of road right-of-way will be relinquished by the Ottawa County Road Commission.	\$ 123,500.00	Closed

		Total Amount of Grant G	iven	\$ 1,953,972.08	
2020	TF20-0154	Hofma Park & Preserve- Trail Expansion & Universal Design	Development of a new trail network at the 566 -acre Hofma Park and Preserve. Improvements include nearly 3 miles of multi-use and hiking rails, boardwalk, parking, native landscaping and observation deck within an area noted as shaving a high probability ranking per the Michigan Natural Features Inventory. The trails interconnect and expand an existing rail network in the park.	\$ 300,000.00	Closed
2020	TF20-0148	Hofma Park and Preserve Land Acquisition	Acquisition of 15 acres adjacent to the existing Hofma Park and Preserve. The acquisition allows for the future northern entrance to Hofma Park and Preserve as well as direct access to the non-motorized trail system.	\$ 246,300.00	Closed
2014	TF14-0117	Hofma Park and Preserve Land Acquisition Project	A 40 acre land acquisition that is adjacent to and abutting the existing 427 acre Hofma Park and Preserve.	\$ 276,500.00	Closed
1999	TF99-048	Odawa/Battle Point Launch (Formerly 144th Avenue Boat Launch)	Development of a boat launch on the Grand River near Lake Michigan and numerous bayous including 57 parking spaces, two tiedown areas, four ramps with skid piers, a restroom, security camera, utilities, and wood fencing.	\$ 275,000.00	Closed

Spring Lake Township Previous Grants

Spring Lake Township-Grant Inventory

/ear	Number	Project Title	Project Scope	Grant Amount	Status
1993	BF93-268	Rycenga Recreational Park	Nature Trails, overlooks, soccer and softball fields, play area and shelters.	\$ 250,000.00	Closed
2000	CM00-112	Rycenga Recreational Park	Boardwalks, tables, basetball courts, parking and irrigation	\$ 280,000.00	Closed
2009	TF09-112	North Bank Trail Development	1.5 miles of paved pathway	\$ 231,500.00	Closed
2010	TF10-165	Glafcke Family Public Preserve Acquisition	Acquisition of 1.83 acres of land for a view shed and habitat protection on the Grand River .	\$ 61,200.00	Closed
2011	TF11-048	Pellegrom Property Acquisition	Acquisition of 4 acres of land for a view shed and habitat portection on the Grand River.	\$ 30,000.00	Closed
2012	TF12-064	Rycenga Park Picnic Shelter & Improvements	New picnic shelter, concrete walks and apron, and playground improvements	\$ 46,500.00	Closed
2012	TF13-104	Hines Property Acquisition (Little Black Lake)	Acquisition of 30 acres adjacent to the Little Black Lake and Black Lake Park including approximately 650 linial feet of frontage on Little Black Lake.	\$ 94,900.00	Closed
		Total Amount of Grant Given		\$ 994,100.00	

Village of Spring Lake Previous Grants

Village of Spring Lake-Grant History and Inventory

/ear	Number	Project Title	Project Scope	Grant Amount	Status
1975	26-00576	Central Park	Develop site improvements, parking and access road, 3 tennis courts, 6 shuffleboard, picnic area, and a LWCF sign.	\$ 15,000.00	Closed
1977	26-00850	Central Park	Develop 2 acres for toilet building, relocate and upgrade tot lot, landscaping, and LWCF sign.	\$17,000.00	Closed
1988	TF88-112	Spring Lake Bikeway	Construction of 1.5 mile, 9-foot wide paved bicycle/pedestrian trail.	\$ 128,000.00	Closed
1997	TF97-267	Community Boardwalk	Construction of 1,650 linear feet of boardwalk, 736 linear feet of concrete pathway, 374 linear feet of bituminous pathway, and public access to the Village's waterfront for fishing and observation.	\$ 64,360.00	Closed
1999	CM99-439	Central Park Renovation	Renovation of the Central Park ballfield including regrading, reseeding, lighting, fencing and new bleachers.	\$ 47,480.00	Closed
2000	TF00-136	Lakeside Beach Acquisition	Acquisition in fee simple of approximately one-half acre of property on the shore of Spring Lake to expand the Lakeside Beach Park.	\$ 122,550.00	Closed

2009	TF09-015	Grand River Greenway Non-Motorized Trail	Development of a trail within the Village of Spring Lake and recreation facilities including 16 new boat slips, restroom, canoe/kayak launch, and four wildlife viewing/fishing areas along the Grand River and the Grand River Marsh.	\$ 465,000.00	Closed
2009	TF09-064	Grand River Greenway Trail Acquisition	Acquisition of .43 Acres to connect to Tanglefoot Park to downtown Spring Lake, South St. sidewalk, intermediate and middle schools, and sports complex fields	\$ 88,700.00	Withdrawn
2010	TF10-154	Grand River Greenway Non-Motorized Trail	Acquisition of 35.56 acres for a continuation of the Grand River Greenway Non- Motorized Trail	\$ 330,000.00	Withdrawn
2012	TF12-041	Mill Point Park Expansion	Acquisition of .61 acres to provide green space and short-term parking for Mill Point Park.	\$ 93,000.00	Withdrawn

2020	TF20-0082	Tanglefoot Park UA Waterfront Redevelopment Total Amount of Grant	fireplace, access pathways 6' wide or more, dog waste station, benches, bike racks, dumpster enclosure, canoe/kayak launch, drinking fountain, landscaping, lighting, overlook, parking area, signage, and trash bins.	Э	300,000.00	Closed
			Redevelopment of Tanglefoot Park including splash park, concrete patio and			

Planning Process

The Planning Process section of the plan provides a description of the process completed by the community in developing the plan. It includes descriptions of each of the steps, important meeting summaries and minutes, public advertisements, copies of the adoption resolutions, and Michigan Department of Natural Resources submittal information.

Continued Regional Joint Planning Effort

Since the original plan was adopted in 2015, the overall community has seen numerous impacts from the regional recreational planning efforts. These have included successful land acquisitions, regional planning on linear parks and pathways, increased funding opportunities, greater knowledge of the regional facilities available, public awareness to recreational opportunities, and overall economic development for the region. In striving to continue from the success of the first plan, this update for the years 2020-2024 seeks to continue what was started and continue to expand public opportunities.

Community Recreation Plan Committee

The five communities established a Joint Recreation Plan Development Committee in which each community assigned one representative to act as the liaison between the Committee and their respective communities. The Committee met and oversaw the development of the planning document. The five communities determined that the best way to complete a joint recreation plan was to retain a recreation consultant to assist in the plan development. The five communities jointly retained the firm of PM Blough, Inc. to assist in the development of the recreation inventory, public input, the planning process, and the writing of the plan document

Recreation Inventory and ADA Assessments

A comprehensive inventory was completed of the recreational facilities within the five governmental jurisdictions. The results of this inventory are included in the Recreation Inventory Section of this document and are broken into resources by each governmental unit as well as summarized as a whole community. As with past plans, the overall regional public park map and the unified park facilities inventory chart has been updated. These tools continue to be very useful and popular for the public and planning purposes. Individual park sheets were updated for each park in a unified manner which can also be used for additional uses beyond the plan such as local websites and informational handouts.

Development of Goals & Objectives

As each of the five communities are independent and uniquely different, they each developed a series of Goals and Objectives for providing for parks and recreation within their communities. These goals and objectives were updated for this plan which reflect

both the individual characteristics of each governmental unit as well as characteristics and wording from community to community which further emphasizes the unity felt within the expanded community in providing the best opportunities for the residents and visitors. The Goals and Objectives for each of the communities are shown in the Goals and Objectives Section of this plan.

Development of the Action Program

Independent Action Plans were developed for each community through processes which included staff, community, and elected official input. These resulted in the development of a consolidated community wide Potential Property Acquisition List and a Consolidated Potential Project List, as well as individual Action Plans for each community. The consolidated lists allow for the communities to readily view the thoughts and planning for recreation on a community-wide basis.

Development and Review of Draft Plan

A draft plan document was written and complied for public review and comment prior to formal adoption by the local units of government.

Support from Recreational Boards, Commission and Committees

Each governmental unit has an individual recreation board or advisory committee. Each of these played an active role in reviewing and providing recommendations to their Councils and Boards for the proposed Action Plan for their agency. Minutes and/or resolutions are included in the following pages from each of the five governments.

Public Input Process

Early Public Input Community Survey

As part of the planning process to gather public input, a public survey was again developed and implemented by the Frost Research Center of Hope College to obtain opinions of community residents on existing recreation programs, park facilities, and future priorities. This extensive scientific based survey collected responses from a total of 598 residents via internet and telephone surveys as well as further in-depth stakeholder surveys conducted with advocates and program staff representing aging adults, residents with disabilities, and coaches/program staff. The survey results were compiled by the region, as well as, broken down for each of the five governmental units. The survey report, *Northwest Ottawa Parks 2024 Recreation Survey*, which includes the full survey report and results are included in Appendix A of this document.

Thirty Day Public Comment Period

Once the draft document was completed, the plan was made available for not less than thirty days for public review by all of the residents in all five of the communities. This was made possible by a joint public notice in the local Grand Haven Tribune newspaper and placement on local governmental public notice posting sites. Draft copies of the plans were made available at all five governmental offices and electronic copies were available on city, village, and township websites.

Public Hearings and Plan Adoption Minutes

Public Hearings were held at each of the five governmental units prior to adoption of the plan. Minutes of each of the public hearings are provided in the following pages. The Minutes are currently in draft format and will be finalized in _____ 2025.

Resolutions of Adoption of the Plan by the Five Governmental Units

The plan was adopted by all five governmental units in the month of December 2024 with the final community approving the plan on ______, 2025 completing the adoption process. Copies of all of the resolutions are included within this document.

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City of Ferrysburg Goals and Objectives

The Goals and Objectives provide overall guidance and vision for the future of parks and recreation within the community and are based on the recreation inventory, data, and public input collected throughout the planning process. The Action Plan section of this plan determines proposed projects that help to meet these Goals and Objectives. These Goals are not given in a priority order, with the numerical numbering provided for identification only.

Goal Number 1: To provide multi-generational recreational opportunities within the community as the City is comprised of persons of all ages.

Objectives:

- a. To provide park facilities and recreational opportunities for all persons of multiple generations, extended family groups, and large groups to universally enjoy the parks.
- b. To provide a variety of picnic opportunities with adequate restroom facilities.

Goal Number 2: To provide recreational facilities for persons of all abilities.

Objectives:

a. Renovate existing facilities, that will expand recreational opportunities for all residents that will meet or exceed the American with Disabilities Act, (ADA), and provide for Universal Accessibility when possible.

<u>Goal Number 3:</u> To increase parking capacity to accommodate increased use of the parks.

a. Provide necessary improvements to provide parking meeting or exceeding ADA and Universal Accessibility standards for the parks.

<u>Goal Number 4</u>: The City will continue to provide and expand diversified recreational and natural experiences for the residents.

Objectives:

 To enhance additional cultural, recreational, and natural parklands where possible. b. To develop individual site utilization plans for each park property.

<u>Goal Number 5:</u> To continue to provide, as much as possible, free use of the parks and facilities.

Objectives:

- a. To continue to allow for open use of the park lands and to not charge admission into the facilities to provide public recreational opportunities for all residents regardless of economic status.
- b. To minimally charge, if necessary, for special events, facility usage and athletic field maintenance to keep the facilities available for public use.

Goal Number 6:

To continue the development of the Trail System within the City for the purpose of providing for healthy lifestyles through exercise, enjoyment of the environment, and as a Trail System linking homes, schools, parks, and commercial areas.

Objectives:

- a. To continue to expand the Trail System providing additional linkages to Coast Guard Park, North Ottawa Dunes, The Sands County Park, and North Beach Park via the Idema Explorers Trail and the U.S. Bicycle Route System Route 35. Create future linkages whenever possible to the above and other planned Ottawa County and regional non-motorized systems.
- b. To maintain a master plan for pathway development which includes both the City pathways and regional proposed pathways.
- c. To improve orientation, route and information signage along the pathways.
- d. To create additional trailhead parking locations, linkages, and small rest parks along the pathways.

Goal Number 7:

To seek cooperative efforts with adjoining governmental units in providing the public with parks, recreation facilities, and programming.

Objectives:

- To continue to support the Northwest Ottawa Recreation Authority, NORA, which provides public recreation programming for the community.
- b. To continue to seek new and support existing cooperative agreements with adjoining local governmental units for the development and operation of parks and recreation facilities.
- c. To encourage and participate in the development of the Grand River Heritage Water Trail along the Grand River including kayak launches, signage of public access points along the river from both land and water sides, as well as water route maps.
- d. To continue to support the efforts of the Ottawa County Road Commission in the development of end of road access points to the Grand River and bayous, as well as non-motorized transportation facilities.
- e. To encourage the discussion of expanding regionally based public recreation for facilities, programs, and special events in order to facilitate the best opportunities for residents for the most reasonable expense.

<u>Goal Number 8:</u> To increase public awareness and knowledge of the recreational opportunities which exist for the City residents and visitors.

Objectives:

a. To increase promotion and awareness of parks and public recreation opportunities.

Goal Number 9: To be a community that celebrates and promotes recreational tourism.

Objectives:

- a. To encourage the public use of facilities for special recreational events.
- b. To encourage promotion of recreational bicycle and water trail tourism.

City of Grand Haven Goals and Objectives

The Goals and Objectives provide overall guidance and vision for the future of parks and recreation within the community and are based on the recreation inventory, data, and public input collected throughout the planning process. The Action Plan section of this plan determines proposed projects that help to meet these Goals and Objectives. These Goals are not given in a priority order, with the numerical numbering provided for identification only.

Goal Number 1: To provide multi-generational recreational opportunities within the community as the City is comprised of persons of all ages.

Objectives:

- a. To provide facilities and open park lands for recreational opportunities for all ages.
- b. To allow for persons of multiple generations, extended family groups, and large groups to universally enjoy nature preserves, parks, and recreational facilities and programming.

<u>Goal Number 2</u>: To provide recreational facilities for persons of all mental and physical abilities.

Objectives:

- a. To renovate existing facilities and develop new facilities that meet or exceed the Americans with Disabilities Act (ADA) and Universal Accessibility Guidelines to expand recreational opportunities for all residents.
- b. To renovate existing facilities that integrate accessible accommodations to be used seamlessly by all community users and not cause a separation of users based on abilities.

Goal Number 3: As growth continues with and surrounding the City, our public outdoor areas continue to grow in significance and usage. The City will continue to provide diversified outdoor experiences for the residents.

Objectives:

- a. The City will retain all dedicated park lands for the use and enjoyment of community users. The City will not convert existing park lands into non-recreational uses.
- b. The City will continue to protect and plan for the best usage of natural areas including woodlots, natural vegetation, and river and lake frontage.
- c. The City will purchase, or receive as gifts, additional park lands as deemed appropriate to continue to expand recreational lands for the use of City residents.

Goal Number 4: To continue to provide, as much as possible, maximum use of the parks and facilities by residents.

Objectives:

- a. To continue to allow for open use of the park lands and to not charge admission to the facilities.
- b. To provide for general public recreational opportunities for all community users regardless of economic status.
- c. To minimally charge for special events, private events and athletic field maintenance in order to keep the facilities available for general public use.

Goal Number 5: To seek cooperative efforts with adjoining governmental units in providing the public with parks, recreation facilities, and programming.

Objectives:

- a. To continue to support public recreation programming for the community through the Northwest Ottawa Recreation Authority (NORA).
- b. To continue to seek new and support existing cooperative agreements with adjoining local governmental units for the development and operation of parks and recreation facilities.

- c. To support the efforts of the Ottawa County Parks and Recreation Commission for the acquisition and development of parklands including the Grand River Greenway along the Grand River and the North Coastal Greenway along Lake Michigan.
- d. To encourage the development of The Grand River Heritage Water Trail along the Grand River including signage of public access points along the river from both land and water sides, as well as water route maps.
- e. To continue to support the efforts of the Ottawa County Road Commission in the development of end of road access points to the Grand River and bayous.
- f. To encourage the discussion of expanding regional based public recreation for facilities, programs, and special events in order to facilitate the best opportunities for residents for the most reasonable expense.
- g. To encourage the development of the Non-Motorized Pathway, Sidewalk, and On-Street Systems within the City and surrounding communities for the purpose of facilitating healthy lifestyles through exercise and enjoyment of the environment, as well as link neighborhoods, schools, parks, and commercial areas.

Goal Number 6: To support, as appropriate, non-profit organizations and citizens who choose to provide recreational facilities and programming for the residents.

Objectives:

- a. To provide a balance of programming for all ages, cultures and abilities within the community.
- b. To provide programming to address social concerns such as senior and preschool populations, after school programs, and community health.
- c. To continue to support programs and special events which are jointly supported by public schools, non-profits, and civic organizations.
- d. To encourage recreational and cultural events which also support economic development within the community.

e.	To encourage and support park facility citizens and non-profits organizations.	development	within	the	parks	by

Grand Haven Charter Township Goals and Objectives

The Goals and Objectives section of the plan provides goals for the future of parks and recreation within the community. These goals have been written for the plan based on public input for current and future recreational opportunities. Each goal is further defined by the Objectives that follow. The Action Plan section of this plan determines proposed projects that help to meet these goals. These goals are not given in a priority order, and the numerical numbering is for identification only.

Goal Number 1:

To provide safe multi-generational recreational opportunities within the community as the Township is comprised of persons of all abilities and ages.

Objectives:

- a. To provide activities for each of the major age and activity groups.
- b. To provide for activities and experiences that can be enjoyed together with persons of multiple ages.
- c. To allow for all persons of multiple generations, extended family, and large groups to universally gather and enjoy the parks.
- d. Continue adding security measures to parks such as surveillance cameras, and lighting.

Goal Number 2:

To provide Americans with Disabilities Act (ADA) Accessible and Universal Accessible recreational facilities for all people, regardless of age, disability or other factors.

- a. To develop new facilities that will expand recreational opportunities for all residents.
- b. To develop and upgrade new and existing facilities that will meet or exceed the Americans with Disabilities Act, (ADA) and Universal Accessibility.
- c. To develop new, and upgrade existing, facilities that integrate Universal Design in such a way that they are seamlessly used by all residents within

the community and to not cause separation of users based on abilities or their need to use a stroller, wagon, cart, etc.

- d. Incorporate Universally Accessible designed amenities to existing parks such as benches, drinking fountains, artwork, refuse containers, pet waste disposal stations, bike racks, shaded areas, cooling stations, etc.
- e. Upgrade bathroom facilities and incorporate Universal Design.

<u>Goal Number 3</u>: To retain all existing park lands for the use and enjoyment of residents.

Objectives:

- a. To retain existing recreational lands for recreational use or to preserve open space.
- b. To maintain and upgrade the existing park facilities.
- c. Enhancements and upgrades made to the parks should be supported by the Community Recreation Plan.
- d. Whenever possible, natural methods should be used, such as stabilizing a shoreline via natural plantings with native species.
- e. Create volunteer opportunities for the community to help maintain the parks by picking up trash or removing invasive species.

Goal Number 4: As residential growth continues within the Township, the natural areas owned by the Township continue to grow in significance and face increased public usage. The Township will continue to provide

diversified natural experiences for the residents.

- a. Revisit and update the Hofma Vision.
- b. The future of parks and recreation should support the Resilient Master Plan and vice versa. For example, utilizing rain gardens for stormwater disposition and incorporating native plantings in stormwater basins to filter runoff before it recharges the groundwater.

- c. Support future ballot initiatives for long-term maintenance, development of the Schmidt Heritage Park, and other park and recreation related expenses.
- d. Whenever feasible, incorporate pollinator habitats by way of wildflower fields and milkweed to help the declining populations of honey bees and monarch butterflies.
- e. To protect and plan for the best usage of natural areas within all of the Township's parks, recreational facilities, and natural preserves.
- f. To consider property acquisitions in order to expand the existing parks, recreation facilities, and natural preserves within the Township as long as the property abuts an existing park or is waterfront, particularly along Lake Michigan, the Grand River or its bayous.
- g. Encourage gifts of land to the Township or the Land Conservancy of West Michigan for potential future park lands and preserves.
- h. Potential donations and acquisitions will all be reviewed and considered carefully based on the circumstances present at the time.

<u>Goal Number 5:</u> To continue to provide free use of the parks and facilities, as much as possible.

Objectives:

- a. To continue to allow for open use of the park lands and to not charge admission into the facilities to provide public recreational opportunities for all residents regardless of economic status.
- b. To minimally charge, as required, for the boat launch operation, special events, facility usage and athletic fields to keep the facilities maintained and available for public use.

Goal Number 6:

To continue the planning for the development of the Non-Motorized Pathway System within the Township for the purpose of providing healthy lifestyles through exercise, enjoyment of the environment, and as a non-motorized transportation system linking homes, schools, parks, and commercial areas.

- a. To continue to expand the system providing additional linkages.
- b. To link the system whenever possible to other planned county and regional non-motorized systems including linkages shown on the Ottawa County Non-Motorized Pathway Study prepared by the Ottawa County Planning and Grants Department in 2008. The study shows proposed regional routes along Lake Michigan Drive, and Mercury Drive along the Grand River as well as more newly proposed US-35 Bicycle Route from Sault Ste. Marie, MI to Natchez Trace, MS.
- c. To support future ballot issues for additional funding for pathway system development and maintenance.
- d. For future pathway expansions, create a master plan for pathway development which includes both the Township System and regional proposed pathways.
- e. Create an "Adopt-a-Pathway" program to enable volunteer groups to be responsible for caretaking and of a pathway segment.
- f. Ensure the community is aware that all mobility-related equipment is allowed on the pathway system. For example, motorized wheelchair, electric scooter, or Other Power-Driven Mobility Devices designed primarily for use by an individual with a mobility disability, for the main purpose of both indoor and outdoor recreation.

Goal Number 7:

To continue to support Northwest Ottawa Recreation Authority (NORA) which is jointly supported by the regional governmental agencies and public schools. Encourage non-profit organizations to provide recreational programming, maintenance and special events within the community.

- a. To assist, as funds allow, the non-profit organizations through the development and maintenance of recreational facilities that support recreational programming and special events.
- b. Support NORA and its mission statement, goals and objectives, programming, and coordination with the surrounding communities.

Goal Number 8: Seek cooperative efforts with adjoining governmental units in providing public parks and recreation facilities.

Goal Number 9: To support the efforts of the Ottawa County Parks and Recreation Commission and continue to nurture the relationship between the Township and the County.

Objectives:

- a. To support the County's acquisition and development of public recreation lands along Lake Michigan known as the North Coastal Greenway. Within Grand Haven Charter Township, these parks currently include Rosy Mound Natural Area and Kirk Park. The County parks along Lake Michigan provide lake access to all Township residents as well as attract users from throughout the larger West Michigan community.
- b. To support the County's acquisition and development of public recreation lands along the Grand River known as the Grand River Greenway and the Grand River Heritage Water Trail.
- c. To support the County efforts to retain Hiawatha Forest, a 365 acre site east of Kirk Park, as a natural area with hardwoods and pines.
- d. Support efforts to protect thousands of acres of natural lands, creating green infrastructure, developing new recreational opportunities and connecting communities, specifically, linking the Bass River State Recreation Area to Grand Haven in order to complete the Grand River Greenway Project.

Goal Number 10: To support and encourage the discussion of an expanded regional recreation authority with neighboring cities, townships, and school districts to participate in cooperative efforts.

- a. To plan and provide for active and passive recreational facilities based on regional need and use through the authority.
- b. To continue providing programming staff and community recreation programs through a regional recreation authority.
- c. To promote NORA's effort to be self-sustaining through a millage proposal.

Goal Number 11: To increase public awareness and knowledge of the recreational opportunities which exist for the Township residents and visitors.

Objectives:

- a. Develop promotional brochures and materials with information on the parks, including their amenities, locations, etc.
- b. Utilize the Township's website to provide access to electronic versions of information.
- c. Utilize the Township's social media presence on Facebook.
- d. Add interpretive signage to Township parks.

<u>Goal Number 12:</u> To be a community that celebrates and promotes recreational tourism.

- a. To encourage the public use of facilities for special recreational events.
- b. To encourage promotion of recreational non-motorized pathways and water trail tourism.
- c. To promote special events, such as sports tournaments, festivals and community special events. Integrate food truck food service opportunities and develop regulations to support the events.

Spring Lake Township Goals and Objectives

The Goals and Objectives provide overall guidance and vision for the future of parks and recreation within the community and are based on the recreation inventory, data, and public input collected throughout the planning process. The Action Plan section of this plan determines proposed projects that help to meet these Goals and Objectives. These Goals are not given in a priority order, with the numerical numbering provided for identification only.

<u>Vision:</u> Spring Lake Township strives to be the location of choice to live, learn, work, and recreate.

Goal Number 1: To provide multi-generational recreational opportunities within the community as the Township is comprised of persons of all ages and abilities.

Objectives:

- a. To provide opportunities for each of the major age and activity groups.
- b. To provide opportunities and experiences that can be enjoyed together with persons of multiple ages.
- c. To allow for all persons of multiple generations to universally enjoy the parks.
- d. To develop new facilities that will expand recreational opportunities for all residents utilizing universal design.
- e. To develop new facilities, and renovate existing facilities, that will meet or exceed the Americans with Disabilities Act, (ADA) and Universal Accessible Guidelines in a manner that allows seamless use by all residents.

<u>Goal Number 2</u>: To retain all existing park lands for the use and enjoyment of residents.

- a. To maintain the park facilities at a level consistent to the uses and desires of the community.
- b. To make improvements to the parks based on the Community Recreation Plan.

Goal Number 3: The Township will develop a strategy to ensure that recreational needs are met as residential growth continues within the Township.

Objectives:

- a. To acquire additional cultural, recreational, and natural parklands.
- b. To develop individual site utilization plans for each park property.
- c. To develop a plan, consistent with the *Spring Lake Township Resource Inventory*, that will encourage gifts of land to the Township or the Land Conservancy of West Michigan for additional parklands and preserves.
- d. To create and maintain a Green Infrastructure Plan based, in part, on a natural features inventory.
- e. To continue to seek out opportunities to enhance waterfront access to Spring Lake, Lake Michigan, Little Black Lake, and the Grand River, including the concept of pocket parks.
- f. To collaborate with other governmental agencies to better serve Township residents and the region as well.

Goal Number 4: To continue to provide, as much as possible, free use of the parks and facilities.

Objectives:

- a. To continue to allow for open use of the park lands and to not charge admission into the facilities to provide public recreational opportunities for all residents.
- b. To minimally charge, as necessary, for special events, facility usage and athletic field maintenance to keep the facilities available for public use.

Goal Number 5:

To continue the development and maintenance of the Non-Motorized Pathway System within the Township for the purpose of providing for healthy lifestyles through exercise, enjoyment of the environment, and as a non-motorized transportation system linking homes, schools, parks, and commercial areas.

Objectives:

- a. To maintain the pathway system in a manner to assure the safety of all users and enhance the longevity of the investment.
- b. To continue to expand the system providing additional linkages as determined by the Spring Lake Township pathway map approved by the Recreation Committee and Township Board.
- c. To link the system whenever possible to other planned county and regional non-motorized systems including linkages shown on the Ottawa County Non-Motorized Pathway Study prepared by the Ottawa County Planning and Grants Department. The study shows proposed regional routes for the North Bank Trail and the US 35 Bicycle Route System from Sault Ste. Marie, MI to Natchez Trace, MS.
- d. To maintain a master plan for pathway development and maintenance, which includes both the Township System and regional proposed pathways.
- e. To improve orientation, route and information for the pathways through signage and utilization of the latest available technology.
- f. To create additional trailhead parking locations, linkages, and small rest parks along the pathways.
- g. To consider participating in the "Trail Towns" philosophy that enhances the experience of the trail user through collaboration with local businesses.

Goal Number 6: To seek cooperative efforts with adjoining governmental units in providing the public with parks, recreation facilities, and programming.

- a. To continue to support the Spring Lake Area Recreation Commission, who provides public recreation programming for the community.
- b. To continue to seek new and support existing cooperative agreements with adjoining local governmental units for the development and operation of parks and recreation facilities.
- c. To support the efforts of the Ottawa County Parks and Recreation Commission for the acquisition and development of parklands that mutually benefit our region.

- d. To encourage the development of the Grand River Heritage Water Trail system along the Grand River including signage of public access points along the river from both land and water sides, as well as water route maps.
- e. To continue to work cooperatively with the Michigan Department of Natural Resources regarding state owned recreation properties within the Township.
- f. To encourage the discussion of expanding regional based public recreation for facilities, programs, and special events to facilitate the best opportunities for residents for the most reasonable expense.

Goal Number 7: To increase public awareness and knowledge of the recreational opportunities which exist for the township residents and visitors.

Objectives:

- a. To promote parks with the Township through utilization of various means including newsletters, website, brochures and materials with information on the parks.
- b. To enhance information related to parks that have Universal and ADA design features.

<u>Goal Number 8:</u> To be a community that celebrates and promotes recreational tourism.

- a. To encourage the public use of facilities for special recreational events.
- b. To encourage promotion of recreational bicycle and water trail tourism.

Village of Spring Lake Goals and Objectives

The Goals and Objectives provide overall guidance and vision for the future of parks and recreation within the community and are based on the recreation inventory, data, and public input collected throughout the planning process. The Action Plan section of this plan determines proposed projects that help to meet these Goals and Objectives. These Goals are not given in a priority order, with the numerical numbering provided for identification only.

Goal Number 1: To provide multi-generational recreational opportunities within the community as the Village is comprised of persons of all ages.

Objectives:

- a. To provide activities for each of the major age and activity groups.
- b. To provide for activities and experiences that can be enjoyed together with persons of multiple ages.
- c. To allow for all persons of multiple generations, extended family groups, and large groups to universally enjoy the parks.

<u>Goal Number 2</u>: To provide recreational facilities for persons of all abilities both mentally and physically.

Objectives:

- a. To develop facilities that will expand recreational opportunities for all residents.
- b. To renovate existing facilities, that will meet or exceed the Americans with Disabilities Act, (ADA) and Universal Accessibility Guidelines.
- c. To integrate ADA accommodations in all new facilities in such a way that they are seamlessly used by all residents within the community and to not cause separation of users based on abilities.

<u>Goal Number 3</u>: To retain and maintain all existing park lands for the use and enjoyment of residents.

Objectives:

a. To retain existing recreational lands for recreational use.

- b. To maintain the park facilities at a level consistent to the uses and desires of the community.
- c. To make improvements to the parks based on the Community Recreation Plan.

<u>Goal Number 4:</u> To seek cooperative efforts with adjoining governmental units in providing the public with parks, recreation facilities, and programming.

Objectives:

- a. To continue to support public recreation programming for the community.
- b. To continue to seek new and support existing cooperative agreements with adjoining local governmental units for the development and operation of parks and recreation facilities.
- c. To support the efforts of the Ottawa County Parks and Recreation Commission for the acquisition and development of parklands including the Grand River Greenway along the Grand River, and the North Coastal Greenway along Lake Michigan.
- d. To encourage the development of the Grand River Heritage Water Trail system along the Grand River including signage of public access points along the river from both land and water sides, as well as water route maps.
- e. To continue to support the efforts of the Ottawa County Road Commission in the development of end-of-road access points to the Grand River and bayous, as well as non-motorized transportation facilities.
- f. To encourage the discussion of expanding regional based public recreation for facilities, programs, and special events to facilitate the best opportunities for residents for the most reasonable expense.

<u>Goal Number 5:</u> To increase public awareness and knowledge of the recreational opportunities which exist for the Village residents and visitors.

- a. Maintain and improve the Village website and social media presence with information on the parks.
- b. Utilize technology to provide access to and promote recreational opportunities.

<u>Goal Number 6:</u> To be a community that celebrates and promotes recreational tourism.

Objectives:

- a. To encourage the public use of facilities for special recreational events.
- b. To encourage promotion of recreational bicycle and water trail tourism.

Goal Number 7: To provide a sustainable funding plan for ongoing operation and maintenance of Village park infrastructure.

Objectives:

a. To consider a variety of funding options to ensure continued maintenance of Village park infrastructure.

Action Program

The Action Program section provides the intended direction for making improvements towards accomplishing the Goals and Objectives. The Action Plan includes specific projects, desired land acquisitions, as well as other larger planning and organizational actions that have been identified through the planning process. The projects given within this Section are the ones that have been best identified at the time of the writing of this plan, however, it is very likely that additional projects or means of accomplishing goals will become apparent as time progresses. Therefore, this document is meant as a guide, and it is the overall Goals and Objectives that will continue to provide the framework in the future.

Within this document, an Action Program is provided for each of the five communities which includes a Capital Improvement Schedule of projects as well as other relevant action items for the communities.

Consolidated Land Acquisition List

A consolidated list of potential desired land acquisitions has been prepared and included on the following pages. These are also included individually within each of the five community Action Plans.

Consolidated Capital Improvement Project List

A consolidated list of potential capital improvement projects has been prepared and is included on the following pages. These projects are also included individually within each of the five community Action Plan sections.

Grand River Harbor Park Location Map

The Grand River Harbor Park Location Map has been re-included within this section of the plan in order to provide a reference map for proposed project locations.

Community Potential Property Acquisitions List

The community has identified several pieces of property that are desired to expand recreational resources and opportunities. Some of these are very specific parcels, such as parcels adjacent to existing parks, while others are desired resources without specific parcels identified. This list consolidates all the parcels allowing them to be viewed as a whole in hopes that through expanded knowledge, greater opportunities and awareness for acquisition may be gained.

City of Ferrysburg

Hartger Parcel located within the boundaries of the Kitchel-Linquist-Hartger Dunes Preserve, to convert the privately held in-holding into preserve land.

Residential property west of Fire Barn Park for improved access, parking and expansion of green space and enhanced use areas and facilities. This property would enlarge the boundaries of the existing park, resolve conflicts between activities at the park and the residential use, and provide additional recreational opportunities.

Public access site for a boat launch on the Grand River or Spring Lake at a location to be determined.

City of Grand Haven

The City continues to seek additional parkland in the southeast part of the City as there is limited public park property in the vicinity.

Grand Haven Charter Township

Grand Haven Charter Township continues to focus on the acquisition of lands adjacent to Hofma Park and Hofma Preserve in order to expand the natural based recreational resources within this unique and naturally rich area of the Township.

Parklands in the southwest quadrant of Township are desired as the Township currently does not own any parklands in this area of the Township. As this area is currently the least developed, it is anticipated that overtime demand for greenspace in this southwest area will increase.

Spring Lake Township

Fruitport Eagles Campground on Little Black Lake for additional waterfront park land and a possible public campground. The land is contiguous with the park properties of Spring Lake Township and the City of Norton Shores.

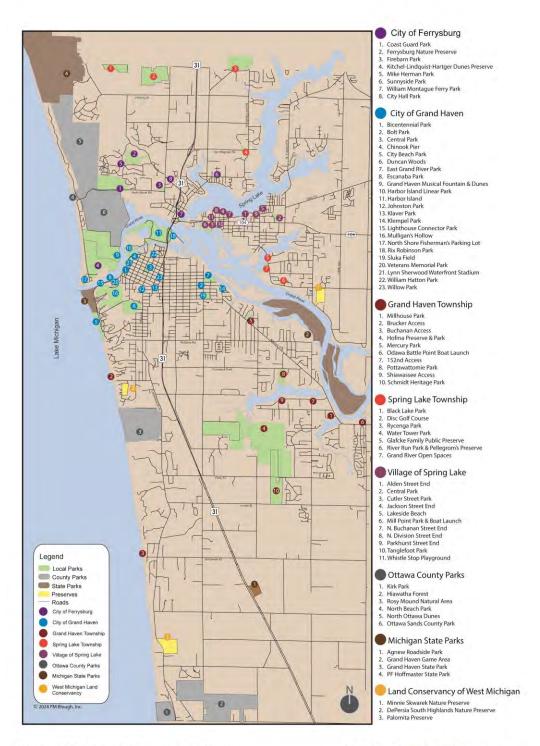
Explore acquisition of 16-acre site located along the Rail Trail for use for Mountain Biking and potential Sledding Hill known as the Sanaco Landfill Site.

Land parcels, such as the Prelwitz property and others, to be determined along the Grand River, Spring Lake and it's Bayous and Black Lake to provide additional waterfront access and pocket park opportunities along the multipurpose pathways.

Village of Spring Lake

The Village of Spring Lake is currently not seeking to purchase additional park lands as they are currently focusing on a program of redevelopment within their existing parks.

Park Location Map for Reference with Action Programs



Parks of the Grand River Harbor Region November 25, 2024



Community Potential Projects List

Community i otential i rojects List		
The following pages contain the potential projects lists for the five communities that allow for viewing the projects on a community-wide basis.		

Action Program Chart of Priority Projects City of Ferrysburg

Park Name	Proposed Action	Project Description
Fire Barn Park		
Fire Barn Park	Additional Parking and Pathways	Implement the 2024 plans for constructing the new parking area, internal non-motorized connector, and Universal Accessible walkways to basketball court, play area, and restroom.
Fire Barn Park	Small Picnic Shelter	Add a new picnic shelters to provide shaded seating and picnicking near the basketball court and play area.
Fire Barn Park	Splash Pad	Add new active splash pad as included in the master plan.
Fire Barn Park	Pickleball Development	Renovate the tennis court surface to provide new pickleball courts and small shaded seating area.
Fire Barn Park	Lighting Improvements	Undate park lighting for
Coast Guard Park		
Coast Guard Park	Entrance Improvements	Implement entrance area improvements per the master plan.
Coast Guard Park	Phase II Improvements of Master Plan	Construct new amphitheater, splash pad and park equipment.
Non-Motorized Par	th	
Non-Motorized Path	Benches	Add benches along non- motorized pathway.
Non-Motorized Path	Van Wagoner Pathway	Expand pathway along Van Wagoner Road.

Ferrysburg Nature	Preserve	0	
Ferrysburg Nature Preserve	Parking and Trails	Provide vehicular entrance from Dogwood Drive and small parking area. Develop trail system through wooded preserve.	
Street End Improve	ements		
Street End Improvements	Spring Lake Access	Improve public access to Spring Lake at nine identified street ends.	
Kayak and Canoe L	aunch		
Kayak and Canoe Launch	Acquisition of new parkland	Acquire a site with adequate frontage along Spring Lake or the Grand river for a new kayak & Canoe launch.	
City Hall Park			
City Hall Park	New Play Area	Implement new play area per 2023 Master Plan.	
City Hall Park	Connecting Accessible Walks and Benches	Provide new connecting walkways to parking, ballfield, community gardens, and proposed play area.	
City Hall Park	Lawn Play Area	Provide a new lawn play area near the proposed play area.	
City Hall Park Ball Field Renovation		Renovate existing baseball field including field equipment, fencing, and spectator areas.	

Action Program Chart of Priority Projects City of Grand Haven

Park Name	Proposed Action	Project Description
East Grand River Park	New ADA Accessible Restroom & Parking	Replace the existing restroom building with a new ADA accessible restroom as the 1977 constructed restroom does not meet current standards.
Flahive Boat Launch (East Grand River Park)	Launch, Drive and Parking Improvements	Update the existing boat launch facilities to provide for better launching and ADA accessibility. The launch is used year round for recreational boating, duck hunting, fishing, and ice fishing.
Harbor Island	Pathway Improvements and Native Landscaping	The pathways constructed in 1988 require reconstruction and Universal Accessibility improvements.
Harbor Island	Redevelopment Plan	Coordinate the redevelopment of Harbor Island parklands with the Harbor Island Visioning efforts.
Linear Park (South Channel)	Renovate pathway, picnic pavilion, picnic areas, and seating.	Replace existing pathway system, improve Universal Accessibility, and refurbish picnic areas due to age of existing facilities.
Mulligan's Hollow Park Signage.		Provide trail improvements to formalize the informal trails through the wooded forest within the City to provide for better forest conservation and wayfinding signage.

7		Add lighting (potentially
Mulligan's Hollow	Softball Field Lighting	solar) to the exisitng softball
Park	Softball Fleid Eighting	field
		Add sidewalk on side of
Mulligan's Hollow	Sidewalks	softball field adjacent to
Park	Sidewalks	The state of the s
		service area. Renovate the existing play
		area to provide for Universal
Sluka Field	Universal Accessible	1987 199
Siuka Field	Play Area	Accessible playground,
		surfacing, access walks, and
		parking.
Sluka Field	Field Lighting	Add lighting to field and
Grand Haven	507500 STREE	entire park area.
	Nature and Hiking	Provide parking to expand
Musical Fountain	Trails	public access and trail
and Dunes	(a) (b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c	signage.
\A/'11' 11-44	1 :- 1 :: 1 6:: -	Update park with Universal
William Hatton	Lighting and Site	Accessible walkways,
Park	Amenities	lighting, benches and picnic
		tables.
Klemple Park/Grant	Topographic Survey and Overlook Deck	Construct a new overlook of
St.		the Grand River at the end of
		Grant St.
Johnston Park	Park Identification	Park Sign
	Grand River Access	New parking, canoe/kayak
Hayes St./Hofma		launch, walkways, restrooms,
Preserve		nature trails, and wayfinding
		signage.
		Provide additional fenced
Off Leash Dog	Additional Dog Parks	dog parks in the south and
Parks	Taaniena Dog Fanie	north areas of the City.
		· ·
Chinook Pier	Improvements	Update Play Area.
Mulligan's Hollow	0	Add lighting, security
Skate Park	Skate Park Expansion	improvements and bowl
- Chato i ain		improvements.
Johnston Park	Park Sign	Park identification and
		beautification
Rix Robinson Park	Improvements	Park Beautification and
	Improvements	pollinator plants.
Willow Park	Park Sign	Park identification and
		beautification
Bolt Park	Park Sign	Park identification and
		beautification

Action Program Chart of Priority Projects Grand Haven Charter Township

Park Name	Proposed Action	Project Description
AII	Park Trees	Replace trees with Native Speicies when planting. Continue to monitor the forests for invasive pests and treatment.
Hofma Park	V .	
Hofma Park	Artwork and/or Sculptures	Provide additional artwork and sculptures within the park.
Hofma Park	Renovate Restrooms	Renovate the existing restroom building.
Hofma Park & Pre	serve	
Hofma Park & Preserve	Overlay Drive and Parking Areas	Renovate older parking areas within the park and preserve areas.
Hofma Park & Preserve	Trails, Recreation, and Overlooks, etc.	Renovate as needed existing trails, trailheads, and signage.
Hofma Park & Preserve	Update Hofma Vision Plan	Update the Hofma Vision Planto reflect newer developments and plan for the future.
Hofma Park & Preserve	Replace Well with Water Service	Provide public water service to the Ferris St. entrance to eliminate the well.
Hofma Preserve		
Hofma Preserve	Update Grills	Update Grills to include Universal Accessiblity
Hofma Preserve	Larger Sign at Sleeper Entrance	Provide new and larger signage to indicate the Sleeper St. Entrance.
Hofma Preserve	Interpretive Signage	Continue to expand intepretive signage throughout the preserve.
Hofma Preserve	New Restrooms	Construct Restrooms at 168th Avenue entrance

Hofma Preserve	Groesbeck Entrance	New park entrance, parking, entrance sign, and trailhead signage
Hofma Preserve	Witteveen Property Area	Continue to naturalize the site from previous agriculatural uses.
Hofma Preserve	Nature Based Play Area	Provide a new nature based play area.
Hofma Preserve	Winter Trailhead	Construct new trailhead at 168th Avenue with emphasis on winter recreation.
Mercury Park		
Mercury Park	Play Area Replacement	Replace the existing play area and improve ADA and Universal accessbility.
Mercury Park	Update Park Entrance Sign	Update the park entrance sign to match the newer park signs.
Mercury Park	Splash Pad	Provide a neighborhood splash pad near the restroom building.
Non-Motorized Path		
Non-Motorized Path	Lakeshore Drive from Little Pegion South to Fillmore St.	New development
Non-Motorized Path	Ferris St. West of the Highway	Renovation
Non-Motorized Path	Pave Shoulder on M-45	Lakeshore Drive east to US- 31
Non-Motorized Path	Install Benches and Water Fountains	Provide additional benches and water fountains at key locations.
Non-Motorized Path	Create an "Adopt a Pathway" program	Encourage non-profit and "friends" adoption for areas of the pathway.
Non-Motorized Path	Other Power-Driven Mobility Devices	Amend the policy, inform the public and add signage.
Pottawattomie Park		
Pottawattomie Park	Municipal Water Service	Replace the water well with a municipal water service.

Pottawattomie Park	Overlay Drive and Parking Areas	Renovate the existing drive and parking areas.
Schmidt Herritage F	Park	
Schmidt Herritage Park	Construction of Phase 2	Includes basketball court, parking and additional ball fields.
Schmidt Herritage Park	Realign JoJo Jogging Trail	Realign trail for better circulation around Red Barn.
Schmidt Herritage Park Park Planning and Acquisition of Red Barn and five acres		Acquisition of the Red Barn as a community events space with five additional acres of parkland.
Schmidt Herritage Park	Provide Access from Lincoln St.	Provide an additional access from Lincoln St.

Action Program Chart of Priority Projects Spring Lake Township

Park Name	Proposed Action	Project Description
Black Lake Park		
Black Lake Park	Development of Trails	Develop trails within the 30 acres of park land plus the adjacent City of Norton Shores 80 acres to the north.
Black Lake Park	Watershed Management Plan	Partner with Ottawa County Conservation District in the planning efforts.
Rycenga Park		
Rycenga Park	Pickleball Courts and Pavilion	Construct multiple pickleball courts with a pavilion for shaded seating near courts
Rycenga Park	New Multi-use Sports Field	Remove existing baseball fields and replace with a new multi use sports field.
Rycenga Park	New Dog Park and Agility Course	Remove sand volleyball courts and ballfield to replace with new dog park with agility course.
Rycenga Park	Replace Play Area	New nature themed play area with improved ADA and Universal Accessibility.
Rycenga Park	ADA/UA Connecting Walkways	Construct additional Universal Accessible walkways connecting all existing and new park elements.
Rycenga Park	Update Parking Area	Repair and resurface parking areas as needed.
Rycenga Park	Trailhead Improvements and New Pavilion	Upgrade nature trail trailhead plaza and amenities, Add a new small pavilion at trailhead. Provide a shorter looped Universal Accessible trail.
Rycenga Park	Trail Renovation	Renovate existing park trails and update wayfinding signage to identify "pedestrian only" and "mixed use" trails.
Rycenga Park	Bicycle Skills Area	Construct a bicycle skills area, including trails, jumps and new small pavilion.
Rycenga Park	Park Entrance Improvements	Improve the park entrance visibility with new signage, landscaping, and lighting.

River Run Park		
River Run Park	Play Area	Provide a play area at River Run park adjacent to neighborhoods and the non-motorized pathway.
Non-Motorized Pat	hway	
Non-Motorized Pathway	New Pathway Segments	New pathway segments to be determined through community engagement in 2025 to expend new development millage funds.
Non-Motorized Pathway	Wayfinding Signage	Trailhead signs and maps
Non-Motorized Pathway	Drinking Fountain and Benches	Provide additional drinking fountains and benches at key locations along the pathways.
Non-Motorized Pathway	Resurfacing and Repairs	Ongoing based on maintaining plan with Funding on Bike Path Maintenance Plan.
Non-Motorized Pathway	Lighting	Add lighting in key areas to enhance safety and security for increased year round usage.
Water Trails and A	ccess	
Water Trails	Water Access & Canoe/Kayak Launches	Support the development of access to the Grand River Heritage Water Trail, Lake Michigan, and Spring Lake and Bayous through the acquisition of properties and providing supporting facilities.
Water Tower Park		
Water Tower Park	Court Replacement	Replace tennis courts with a new combination of court sources to be determined.
Land Aquisition		
Lakeside Park	Aquire 0.58 Acre Parcels	Pursue funding to aquire lakeside property to improve public access to lake.
All Parks		
All Parks	ADA/Universal Accessibility Improvements	Support the redevelopment of all parks and trailways to be as ADA and Universal Accessible as possible.
All Parks and Trailways	Invasive Species Management Plan	Prepare, maintain, and implement an invasive species management program for all Township parks and trailways.

Other Spring Lake Township Recreational Planning Items

Annual Joint Meeting with the Village of Spring Lake Recreation Committee

Spring Lake Township and the Village of Spring Lake are located adjacent to each other and continue to jointly share in providing services for residents where it is mutually beneficial, it is a goal to annual hold a joint meeting to discuss recreational goals and objectives, as well as share information regarding future parks and recreational efforts.

Green Infrastructure Plan

Complete the development of a Green Infrastructure Plan complete with a Natural Features Inventory to identify important natural elements within the Township for the purpose of making better decisions regarding land acquisitions, parks, land development, and greenway preservation.

Multi-purpose Pathways and Bike Lanes

The Recreation Committee identified multi-purpose pathways and bike lanes as priorities within the community. The Committee emphasized that safety, density served, and linkages are critical factors to determine the most important bike path improvements.

Rannes Road-Separated multi-purpose pathway (High Priority).

Support Regional Non-Motorized Transportation Routes

Continue to support adjacent governmental agencies to complete the regional non-motorized pathway systems that link to the Township's pathways and provide benefits to the community.

Action Program Chart of Priority Projects Village of Spring Lake

Park Name	Proposed Action	Project Description
Central Park-Imple	mentation of New M	aster Plan
Play Area	New play area	Replacement of the existing play area with a new larger themed and universal accessible play experience.
Pavilion, Restrooms, and Lawn	New pavilion with restrooms and lawn area.	Development of a new pavilion with restrooms and community gathering space to focus on a new large activity lawn area.
Dog Park	Renovation and relocation of Dog Park	Renovation and relocation of the existing dog park to provide for larger areas and more diverse dog related activities.
Parking Areas	Renovation of parking areas.	Redesign and construction of new parking areas relating to the new park Master Plan.
Bocci Ball Area	New Bocci Ball Area	Development of new bocci ball courts, seating, and league play area.
Sledding Hill	New Sledding Hill	Creation of a sledding hill within the park to provide for winter sledding in the community.
Lakeside Trail Trailhead	New Lakeside Trailhead Facilities	Provide a stronger connection to the Lakeside Trail with better trail access, parking, bike repair station and Trailhead Signage.
Mill Point Park	i i	
Improve ADA Accessibility	Connecting walkways, picnic facilities, and ADA improvements	Small park projects to improve ADA and Universal Accessibility within the park.
Whistle Stop Play	Area	
Whistle Stop Play Area	Renovation of rubberized play surface	Replacement of rubberized surface subbase, drainage and surface.
Lakeside Trail		
Lakeside Trail	Drinking Fountain	Add dringking fountain with water bottle filler.

Street Ends		
Spring Lake Street Ends	Improve St. Ends Shoreline Protection	Provide greater shoreline protection of the natural shoreline at Village owned street ends to protect the shoreline, improve overall appearance, reduce yearly maintenance, and provide greater community access to the lake edge.
Tanglefoot Park	0	
Tanglefoot Park	Shade Shelter	Add Shade Structure to provide shade for the splash pad and adjacent areas.
Other		
General	Bocce Ball	Provide open space for Bocce Ball use

Supplemental Documentation Transmittal Letters to Regional Planning and Ottawa County Public Hearing Minutes and Plan Adoption Resolutions Certification Checklists Appendix A: Frost Research center Survey for the Explore the Grand Region Plan

Northwest Ottawa Parks 2024 Park Township Short-Term Rental 2024 Recreation Survey Economic Impact Report 2024 Park Township Short-Term Rental October 2024

Economic Impact Report

June 5, 2024





Executive Summary

The Frost Research Center contracted with PM Blough to conduct a recreation survey for Northwest Ottawa Parks. Two primary methodologies were implement. First, we launched an online survey by inviting residents from the City of Ferrysburg, the City of Grand Haven, Grand Haven Charter Township, Spring Lake Township, and the Village of Spring Lake. Second, we called residents whose email addresses were not available. In total, we received 598 responses, of which 531 were completed online and 67 were completed via telephone. Of these, 547 respondents confirmed they were 18 years of age or older and lived in one of the five municipalities, and so were included in the final analyses. In the report that follows, we report all available data for each item.

Results at a Glance:



547 Respondents

More than half were age 55+ and didn't have kids at home





Volunteers want to

- 1. Pick up trash or
- 2. Remove invasive species



Most Important Features

- 1. Nature trails for hiking
- 2. Walking / biking trails
- 3. Beach / swimming access



Most Needed Facilities

- 1. Nature trails for hiking
- 2. Updated bathroom facilities
- 3. Paved walking / biking paths



Most Needed Park Updates

- 1. Updated bathroom facilities
 - 2. More shaded areas
 - 3. Drinking fountains

280

Findings Summary:

The following summarizes the study's findings:

- **Respondents.** Most respondents (58%) were over 55 years of age, and two-thirds did not have children living at home. The sample was evenly split between males and females.
- Park Engagement. The most visited parks were Coast Guard Park (22%), North Beach Park (19%), Ottawa Sands Park (13%), and North Ottawa Dunes (13%). Respondents mostly visited 1-2 times per week (41%) or 1-2 times per month (32%).
- Park Activity. The two biggest decisions about deciding whether to visit a park are natural areas and location. The two biggest barriers to visiting a park were time and weather.
- Perceived Safety. Most respondents (92%) viewed the parks as safe or very safe.
- **Transportation.** Most participants (76%) drove themselves to parks, followed by walking / running (13%) or biking / skateboarding (9%).
- **Volunteering.** Those willing to volunteer were most likely to want to pick up trash (34%) or remove invasive species (23%).
- Park Accessibility. Fifteen percent of respondents reported a disability or condition (mostly mobility; 76%) making it challenging to enjoy public spaces, and such respondents wanted social activities to serve the disabilities in their family.
- Park Satisfaction and Improvements.
 - o The three most <u>important features</u> in parks were:
 - 1. Nature trails for hiking
 - 2. Walking / biking trails
 - 3. Beach / swimming access

The least important factors are sports fields (e.g., disc golf, volleyball, baseball or basketball).

- o The three most needed outdoor public recreation facilities are:
 - 1. Nature trails for hiking
 - 2. Updated bathroom facilities
 - 3. Paved walking and biking paths
- o The top three needed park updates are:
 - 1. Updated bathroom facilities
 - 2. More shaded areas
 - 3. Drinking fountains

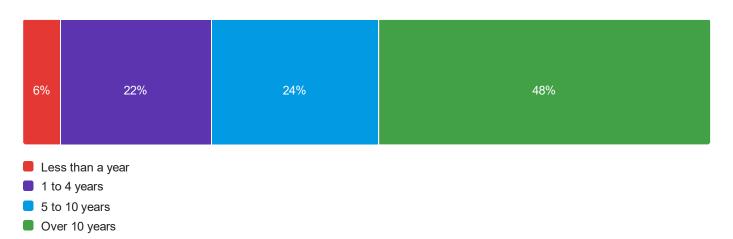
The full written responses for open-ended questions are provided in the Appendix that follows this report.

Participant Demographics

In which municipality do you live?

City of Ferrysburg	38
City of Grand Haven	90
Grand Haven Charter Township	170
Spring Lake Township	169
Village of Spring Lake	80

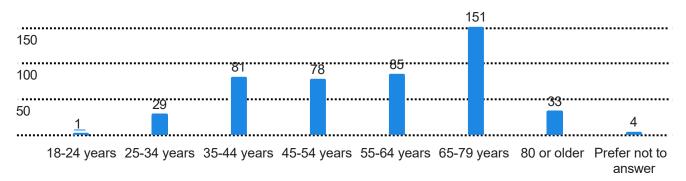
How many years have you been a resident of Northwest Ottawa County?



Length of Residence by Municipality

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total
Less than 1 year	3% (1)	20% (6)	30% (9)	27% (8)	20% (6)	30
1 to 4 years	10% (12)	13% (16)	35% (42)	28% (33)	13% (16)	119
5 to 10 years	5% (6)	22% (29)	41% (54)	20% (26)	13% (17)	132
Over 10 years	7% (18)	15% (39)	24% (63)	39% (102)	15% (40)	262

What is your age?



What is your age: breakout with what municipality do you live

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total
18-24 years	0% 0	0% 0	0% 0	100% 1	0% 0	1
25-34 years	7% 2	34% 10	31% 9	17% 5	10% 3	29
35-44 years	2% 2	16% 13	49% 40	20% 16	12% 10	81
45-54 years	10% 8	18% 14	38% 30	26% 20	8% 6	78
55-64 years	5% 4	18% 15	24% 20	38% 32	16% 14	85
65-79 years	11% 16	13% 19	28% 43	36% 55	12% 18	151
80 or older	0% 0	9% 3	9% 3	52% 17	30% 10	33

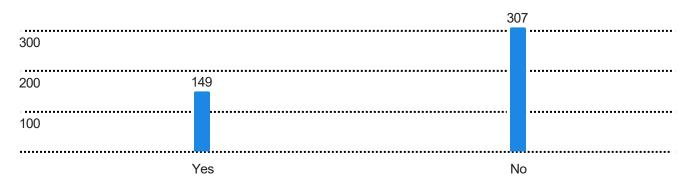
What is your gender?



What is your gender?

Field	City Ferrysbu		City of Grand Haver		Grand Haven Charter Township		Spring Lake Township		Village of Spring Lake	To	otal
Female	7%	16	18%	40	30%	67	34%	77	12%	27	227
Male	7%	16	14%	32	34%	75	29%	65	15%	33	221
Prefer to self describe	0%	0	100%	1	0%	0	0%	0	0%	0	1
Prefer not to	0%	0	20%	2	30%	3	30%	3	20%	2	10
answer											

Do you have children in your household?



Do you have children in your household?

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total
Yes	5% 7	16% 24	42% 63	26% 39	11% 16	149
No	8% 24	16% 50	26% 81	35% 106	15% 46	307

Park Engagement

Parks visited in each community in the past 12 months

Ferrysburg (select all that apply)

Coast Guard Park	21.56% 299
North Beach Park	19.18% 266
Ottawa Sands	13.41% 186
North Ottawa Dunes	13.12% 182
William Ferry Park	6.06% 84
Kitchel-Linquist-Hartger Dunes Preserve	5.98% 83
Fire Barn Park	5.70% 79
Ferrysburg Nature Preserve	4.11% 57
Waterfront Street Ends	3.97% 55
None	3.68% 51
Sunnyside Park	1.87% 26
Mike Herman Memorial Field	1.37% 19
Total	1387

Grand Haven (select all that apply)

Grand Haven State Park	10%	350
Lynne Sherwood Waterfront Stadium	9%	289
Chinook Pier Park	8%	285
Mulligan's Hollow	8%	284
City Beach Park	8%	277
Grand Haven Musical Fountain & Dunes	7%	250
Lighthouse Connector Park/Boardwalk	7%	250
Central Park	7%	222
Duncan Woods Park	6%	216
North shore Fisherman's Parking Lot	5%	170
Harbor Island and Launch	4%	134
Non-motorized trails	3%	101
Escanaba Park	3%	101
Bicentennial Park	3%	100
Bolt Park	2%	69
Sluka Field	2%	68

Total	3354
Willow Park	0% 3
Klaver Park	0% 4
Klempel Park	0% 4
Johnston Park	0% 14
William Hatton Park	0% 15
None	0% 16
Riverside Park	2% 65
East Grand River Park	2% 67

Grand Haven Township (select all that apply)

Rosy Mound Natural Area	18% 257
Hofma Park	15% 208
Pottawattomie Park	13% 183
Hofma Preserve	13% 181
Kirk Park	11% 149
Non-motorized trails	6% 80
Mercury Park	5% 67
Buchanan Access	4% 56
None	3% 48
Brucker Access	3% 45
Odawa/Battle Point Boat Launch	3% 43
Hiawatha Forest	3% 36
152nd Access	1% 20
Bignell Access	1% 13
Shiawassee Access	1% 11
Total	1397

Spring Lake Township (select all that apply)

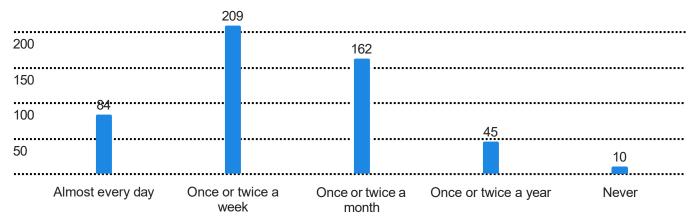
Rycenga Park	29% 145
None	22% 110
Non-motorized trails	21% 107
Black Lake Park	8% 42
Water Tower Park	8% 41

River Run Park	8% 39
Disc Golf Course	4% 18
Glafcke Family Public Reserve	1% 5
Total	507

Spring Lake (select all that apply)

Central Park	15% 17
Lakeside Trail	
	10% 12
Whistle Stop Playground	9% 11
Lakeside Beach	9% 11
None	5% 6
Spring Lake Community Park	5% 5
Alden Street End	4% 4
N Buchanan Street End	3% 3
Cutler Street Kayak Launch	2% 2
Jackson St Dock	2% 2
N Division Street End	2% 2
Parkhurst Street End	2% 2
Total	29

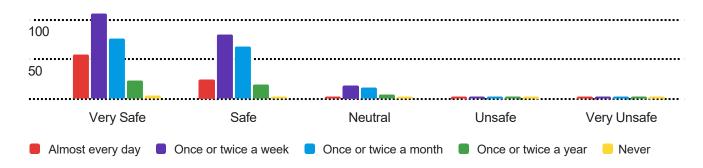
How often do you visit a local park?



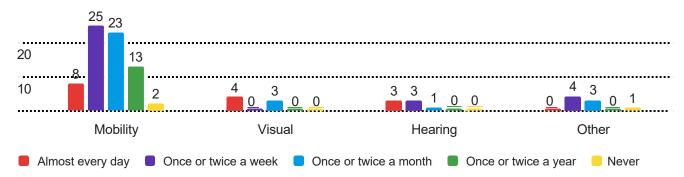
Park Visits by Municipality

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total
Almost every day	4% (3)	19% (16)	21% (18)	35% (29)	21% (18)	84
1-2 times a week	9% (18)	17% (35)	33% (68)	27% (56)	15% (32)	209
1-2 times a month	7% (11)	12% (20)	39% (63)	34% (55)	8% (13)	162
1-2 times a year	7% (3)	16% (7)	24% (11)	36% (16)	18% (8)	45
Never	0% (0)	40% (4)	10% (1)	40% (4)	10% (1)	10

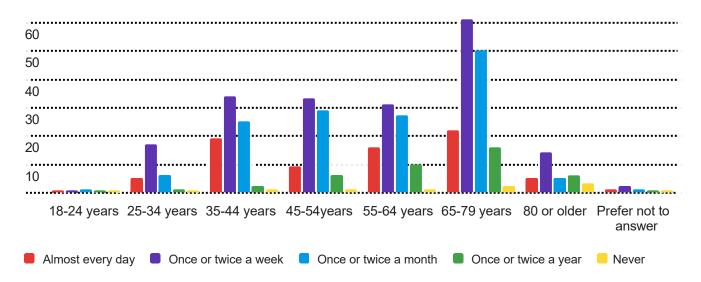
How often do you visit a local park: breakdown with perceived safety



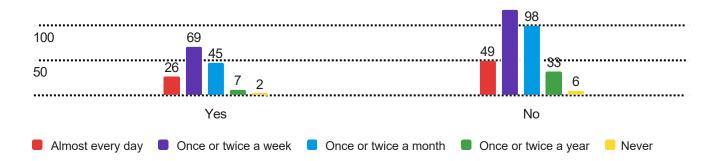
How often do you visit a local park: breakdown with any disabilities



How often do you visit a local park: breakdown with age

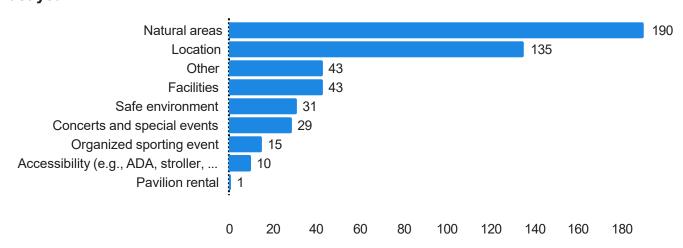


How often do you visit a local park: breakdown with children



Park Activity

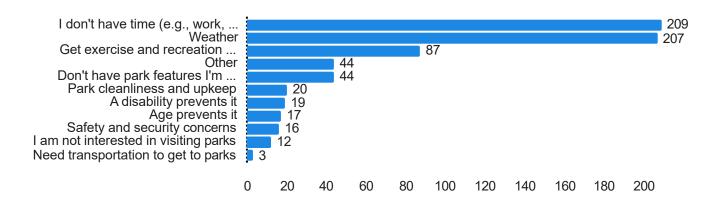
Which of the following is the biggest factor impacting your decision to visit a park in the last year?



Which of the following is the biggest factor impacting your decision to visit a park in the last year?

Field	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake
Location	7% 9	12% 16	29% 39	33% 44	20% 27 135
Facilities					
Pavilion rental	7% 3	9% 4	44% 19	30% 13	9% 4 43
Concerts and special	0% 0	0% 0	100% 1	0% 0	0% 0
events	7% 2	14% 4	21% 6	38% 11	21% 6 29
Natural areas	70/	400/ 00	000/ 01	000/ 57	400/ 00 40
Organized sporting	7% 14	19% 36	32% 61	30% 57	12% 22 190
event	0% 0	7% 1	53% 8	20% 3	20% 3 1
Accessibility (e.g.,					
ADA, stroller, etc.)	10% 1	30% 3	40% 4	20% 2	0% 0 10
Safe environment		00/		0=0/	
Other	6% 2	6% 2	32% 10	35% 11	19% 6 3
	9% 4	26% 11	26% 11	33% 14	7% 3 43

If you don't go to a park often or when your typical routine of visiting the parks is interrupted, what are the reasons for not going? (select all that apply)

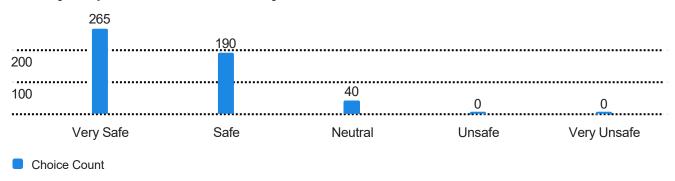


If you don't go to a park often or when your typical routine of visiting the parks is interrupted, what are the reasons for not going? (select all that apply)

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Total Lake
Don't have park features I'm interested in	2% 1	20% 9	32% 14	36% 16	9% 4 44
A disability prevents it	11% 2	26% 5	21% 4	37% 7	5% 1 19
Age prevents it	0% 0	12% 2	24% 4	47% 8	18% 3 17
Need transportation to get to parks	0% 0	33% 1	33% 1	33% 1	0% 0 3
Get exercise and recreation through other sources, e.g., private gym or club	3% 3	20% 17	33% 29	30% 26	14% 12 87
I don't have time (e.g., work, children, family, other obligations)	10% 20	18% 38	34% 72	25% 53	12% 26 209
Safety and security concerns	0% 0	25% 4	50% 8	13% 2	13% 2 16
Park cleanliness and upkeep	0% 0	20% 4	25% 5	30% 6	25% 5 20
Weather	5% 10	20% 41	31% 65	30% 62	14% 29 207
I am not interested in visiting parks	0% 0	25% 3	17% 2	58% 7	0% 0 12
Other	14% 6	11% 5	23% 10	36% 16	16% 7 44

Perceived Safety

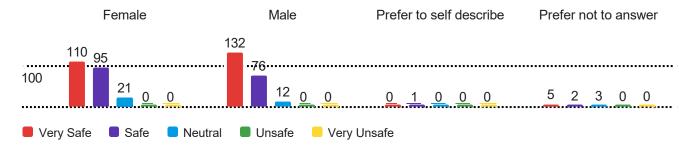
What is your perceived level of safety at Northwest Ottawa Parks?



What is your perceived level of safety at Northwest Ottawa Parks?

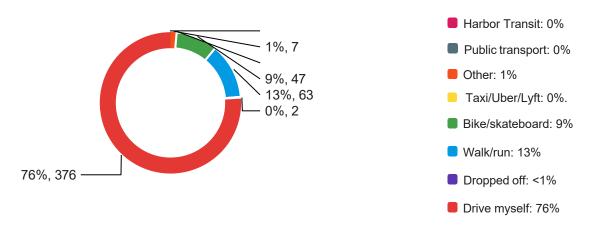
	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total
Very Safe	6% 17	18% 47	29% 76	32% 86	15% 39	265
Safe	8% 15	14% 26	33% 62	33% 63	13% 24	190
Neutral	3% 1	20% 8	45% 18	20% 8	13% 5	40
Unsafe	0% 0	0% 0	0% 0	0% 0	0% 0	0
Very Unsafe	0% 0	0% 0	0% 0	0% 0	0% 0	0

What is your perceived level of safety at Northwest Ottawa Parks: breakout with gender



Transportation

What mode of transportation do you most often use to travel to a park?

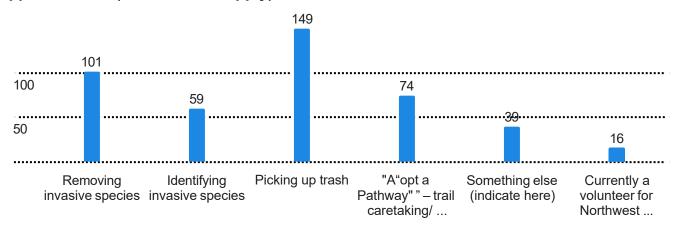


What mode of transportation do you most often use to travel to a park?

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake
I drive myself	7% 25	5 14% 51	35% 130	33% 124	12% 46 376
I get dropped off	0% C	0% 0	50% 1	50% 1	0% 0 2
Walk / run	10% 6	33% 21	16% 10	21% 13	21% 13 63
Public transportation	0% 0	0% 0	0% 0	0% 0	0% 0 0
Bike / skateboard	4% 2	9% 4	32% 15	36% 17	19% 9 47
Harbor Transit	0% 0	0% 0	0% 0	0% 0	0% 0 0
Taxi / Uber / Lyft	0% 0	0% 0	0% 0	0% 0	0% 0 0
Other	14% 1	71% 5	0% 0	14% 1	0% 0 7

Volunteering

Would you, or a group you belong to, be interested in the following volunteer opportunities? (select all that apply)



Would you, or a group you belong to, be interested in the following volunteer opportunities? (select all that apply)

Field	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Total Lake
Removing invasive species	7% 7	16% 16	27% 27	34% 34	17% 17 101
Identifying invasive species	12% 7	15% 9	31% 18	27% 16	15% 9 59
Picking up trash	6% 9	16% 24	32% 48	30% 45	15% 23 149
"A"opt a Pathway" " – trail caretaking/ maintenance program	7% 5	8% 6	38% 28	32% 24	15% 11 74
Currently a volunteer for Northwest Ottawa Parks	6% 1	31% 5	25% 4	19% 3	19% 3 16
Something else (indicate here)	31% 12	18% 7	15% 6	21% 8	15% 6 39

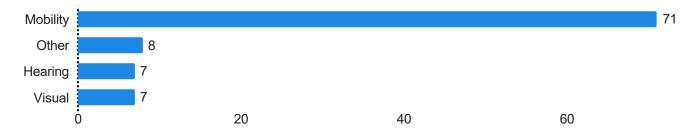
Park Accessibility

Do you or a household member have a disability or condition that makes it challenging to enjoy public spaces?

Yes	15% (75)
No	85% (417)

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total
Yes	16% 12	13% 10	15% 11	37% 28	19% 14	75
No	5% 22	16% 68	35% 145	31% 128	13% 54	417

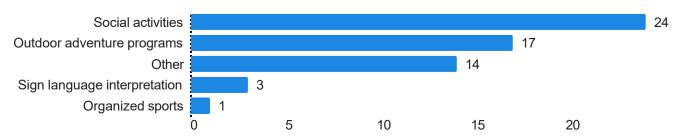
Please indicate the type of disability or condition (Check all that apply):



Please indicate the type of disability or condition (Check all that apply):

Field	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total	
Mobility	15% 11	14% 10	13% 9	38% 27	20% 14	71	
Visual	14% 1	0% 0	14% 1	29% 2	43% 3	7	
Hearing	14% 1	0% 0	29% 2	14% 1	43% 3	7	
Other	13% 1	25% 2	25% 2	25% 2	13% 1	8	

What types of programs are needed to serve people with disabilities in your family? (Check all that apply):



What types of programs are needed to serve people with disabilities in your family? (Check all that apply)

Field	,	Cy of Grand		Ferrysburg Charter Lownship		Grand								Spring Lake Township			Total	
Organized sports	0%	0	0%	0	0%	0	0%	0	100%	1	1							
Social activities	13%	3	4%	1	8%	2	54%	13	21%	5	24							
Outdoor adventure programs	12%	2	6%	1	18%	3	53%	9	12%	2	17							
Sign language interpretation	33%	1	0%	0	33%	1	0%	0	33%	1	3							
Other	29%	4	29%	4	14%	2	14%	2	14%	2	14							

Do you or a household member use items such as strollers, wagons or other types of equipment at parks that may present challenges with barriers at parks?

Yes	21% (99)
No	79% (377)

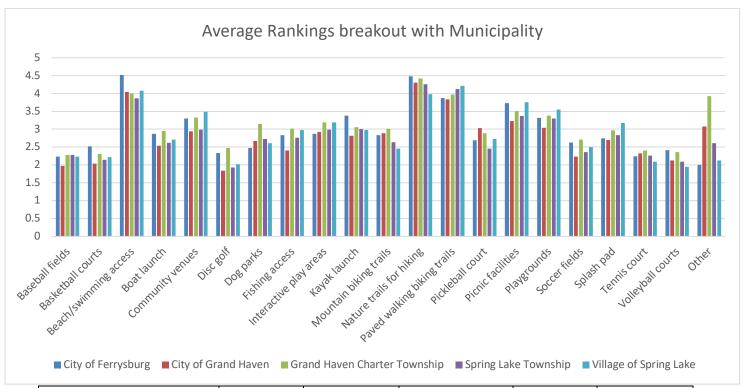
Do you or a household member use items such as strollers, wagons or other types of equipment at parks that may present challenges with barriers at parks?

Field	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total
Yes	4% 4	19% 19	28% 28	30% 30	18% 18	99
No	7% 28	15% 57	33% 125	32% 121	12% 46	377

Park Satisfaction and Improvements

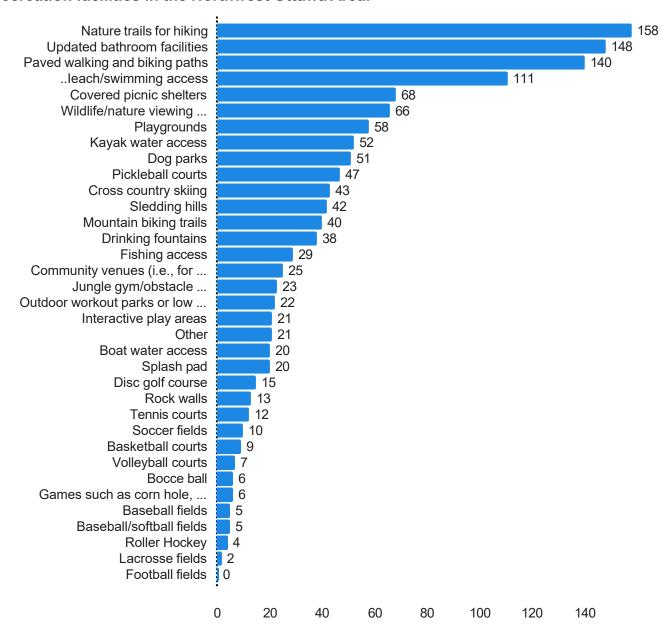
When imagining the facilities available through community parks and recreation, how important are the following to you and your family on a scale of 1-5?

	Average	Min	Max
Nature trails for hiking	4.30	1.00	5.00
Paved walking biking trails (non-motorized)	4.02	1.00	5.00
Beach/swimming access	4.01	1.00	5.00
Picnic facilities (table, covered pavilion)	3.47	1.00	5.00
Playgrounds	3.32	1.00	5.00
Community venues (i.e., for reunions, receptions, etc.)	3.18	1.00	5.00
Interactive play areas	3.06	1.00	5.00
Kayak launch	3.01	1.00	5.00
Other	2.98	1.00	5.00
Splash pad	2.89	1.00	5.00
Fishing access	2.82	1.00	5.00
Dog parks	2.82	1.00	5.00
Mountain biking trails	2.79	1.00	5.00
Pickleball court	2.74	1.00	5.00
Boat launch	2.74	1.00	5.00
Soccer fields	2.49	1.00	5.00
Tennis court	2.29	1.00	5.00
Basketball courts	2.22	1.00	5.00
Baseball fields	2.22	1.00	5.00
Volleyball courts (court, sand)	2.19	1.00	5.00
Disc golf	2.14	1.00	5.00



Amenities	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake
Baseball fields	2.23	1.97	2.28	2.28	2.23
Basketball courts	2.52	2.04	2.31	2.14	2.22
Beach/swimming access	4.52	4.04	4.00	3.86	4.08
Boat launch	2.87	2.54	2.95	2.62	2.71
Community venues	3.3	2.94	3.33	2.99	3.49
Disc golf	2.33	1.84	2.48	1.93	2.02
Dog parks	2.48	2.67	3.15	2.73	2.61
Fishing access	2.83	2.4	3.01	2.76	2.98
Interactive play areas	2.87	2.92	3.19	2.99	3.19
Kayak launch	3.38	2.82	3.06	3	2.98
Mountain biking trails	2.83	2.89	3.01	2.64	2.46
Nature trails for hiking	4.48	4.30	4.42	4.26	3.98
Paved walking biking trails	3.87	3.84	3.97	4.12	4.21
Pickleball court	2.69	3.03	2.89	2.46	2.73
Picnic facilities	3.73	3.23	3.51	3.37	3.76
Playgrounds	3.32	3.04	3.38	3.3	3.55
Soccer fields	2.63	2.23	2.71	2.36	2.5
Splash pad	2.74	2.7	2.97	2.83	3.17
Tennis court	2.24	2.32	2.40	2.26	2.09
Volleyball courts	2.41	2.13	2.36	2.09	1.95
Other	2.00	3.08	3.93	2.61	2.13

We are interested in learning what you think are the top THREE most needed outdoor public recreation facilities in the Northwest Ottawa Area.

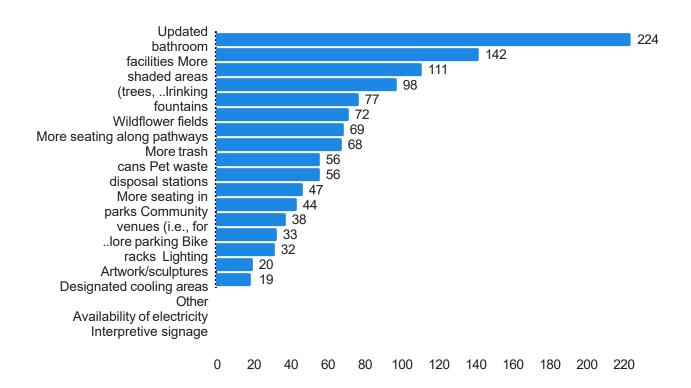


We are interested in learning what you think are the top THREE most needed outdoor public recreation facilities in the Northwest Ottawa Area.

	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Total Spring Lake
Covered picnic shelters	4% 3	15% 10	22% 15	37% 25	22% 15 68

D 1 11 11 1	00/	0	4.40/		500/	_	4.40/		000/ 0	•
Basketball courts	0%	0	11%	1	56%	5	11%	1	22% 2	
Tennis courts	8%	1	25%	3	25%	3	33%	4	8% 1	
Pickleball courts	6%	3	26%	12	28%	13	32%	15	9% 4	
Volleyball courts	14%	1	14%	1	43%	3	29%	2	0% 0	
Playgrounds	9%	5	19%	11	33%	19	33%	19	7% 4	
Boat water access	0%	0	10%	2	45%	9	40%	8	5% 1	_
Kayak water access	10%	5	13%	7	37%	19	29%	15	12% 6	
Disc golf course	7%	1	0%	0	60%	9	27%	4	7% 1	
Football fields	0%	0	0%	0	0%	0	0%	0	0% 0	0
Baseball/softball fields	20%	1	20%	1	40%	2	0%	0	20% 1	5
Paved walking and biking paths (non-motorized trails)	5%	7	14%	19	29%	40	36%	50	17% 24	140
Mountain biking trails	8%	3	23%	9	33%	13	28%	11	10% 4	40
Nature trails for hiking	10%	16	16%	26	30%	47	34%	53	10% 16	158
Dog parks	4%	2	10%	5	43%	22	35%	18	8% 4	51
Soccer fields	0%	0	0%	0	40%	4	30%	3	30% 3	10
Lacrosse fields	0%	0	0%	0	50%	1	0%	0	50% 1	2
Splash pad	5%	1	15%	3	55%	11	25%	5	0% 0	20
Sledding hills	0%	0	14%	6	50%	21	24%	10	12% 5	42
Cross country skiing	0%	0	16%	7	51%	22	26%	11	7% 3	43
Drinking fountains	13%	5	11%	4	32%	12	26%	10	18% 7	38
Updated bathroom facilities	9%	14	21%	31	24%	36	31%	46	14% 21	148
Beach/swimming access	9%	10	19%	21	25%	28	30%	33	17% 19	111
Fishing access	3%	1	3%	1	24%	7	55%	16	14% 4	29
Games such as corn hole, foosball, etc	17%	1	50%	3	17%	1	17%	1	0% 0	6
Roller Hockey	0%	0	0%	0	50%	2	25%	1	25% 1	4
Jungle gym/obstacle course/ropes course	4%	1	13%	3	39%	9	30%	7	13% 3	23
Bocce ball	0%	0	17%	1	50%	3	33%	2	0% 0	6
Rock walls	8%	1	23%	3	31%	4	31%	4	8% 1	13
Outdoor workout parks or low impact exercise stations	5%	1	27%	6	27%	6	36%	8	5% 1	22
Wildlife/nature viewing areas/overlooks	5%	3	12%	8	36%	24	30%	20	17% 11	66
Baseball fields	0%	0	0%	0	80%	4	20%	1	0% 0	5
Community venues (i.e., for										
reunions, receptions, etc)	0%	0	12%	3	24%	6	44%	11	20% 5	25
Interactive play areas	0%	0	24%	5	38%	8	19%	4	19% 4	21
Other	19%	4	29%	6	10%	2	33%	7	10% 2	21

Please indicate the top THREE most needed park updates in the Northwest Ottawa Area:

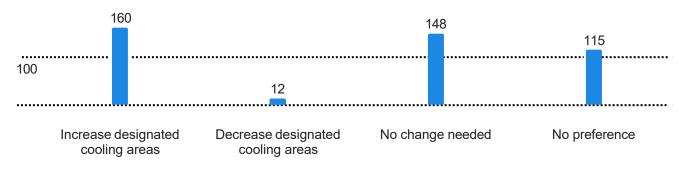


Please indicate the top THREE most needed park updates in the Northwest Ottawa Area:

	City of Ferrysburg		City of Grand Haven		Grand Hav Char Townsh	ter	Spring Lal Townsh		Village Sprir Lal	ng	Total
Artwork/sculptures	11%	4	13%	5	21%	8	34%	13	21%	8	38
More seating in parks	4%	3	15% 1	0	32%	22	37%	25	12%	8	68
More seating along pathways	8%	6	14% 1	11	34%	26	30%	23	14%	11	77
Drinking fountains	6%	7	16% 1	8	41%	45	25%	28	12%	13	111
Updated bathroom facilities	4% 1	0	17% 3	88	33%	73	33%	73	13%	30	224
Designated cooling areas	3%	1	6%	2	52%	17	30%	10	9%	3	33
More trash cans	14% 1	0	11%	8	29%	21	29%	21	17%	12	72
More shaded areas (trees, shelters, sun shades, etc.)	6%	8	15% 2	21	29%	41	39%	55	12%	17	142
More parking	14%	8	13%	7	32%	18	27%	15	14%	8	56
Pet waste disposal stations	4%	3	26% 1	8	25%	17	39%	27	6%	4	69
Interpretive signage	5%	1	16%	3	26%	5	37%	7	16%	3	19
Bike racks	6%	3	21% 1	0	34%	16	23%	11	15%	7	47
Lighting	2%	1	9%	4	30%	13	39%	17	20%	9	44
Availability of electricity	0%	0	15%	3	45%	9	25%	5	15%		20
Wildflower fields	4%	4	15% 1	5	33%	32	35%	34	13%	2 70 13	98

Community venues (i.e., for	E0/	2	13% 7	46% 26	21% 12	14% 8	56
reunions, receptions, etc.)	570	3	1370 <i>I</i>	40 % 20	Z170 IZ	1470 O	50
Other	16%	5	34% 11	9% 3	28% 9	13% 4	32

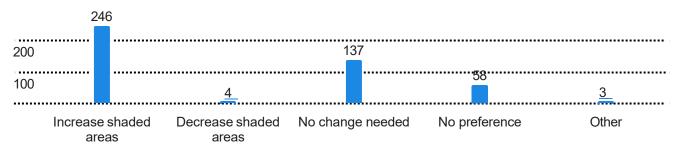
What is your preference for designated cooling areas such as splash pads at Northwest Ottawa Parks?



What is your preference for designated cooling areas such as splash pads at Northwest Ottawa Parks?

	City Ferrysbu		(Frand		Grand Haven Charter Township		Spring Lake Township		Village of Spring Lake		Total
Increase designated cooling areas	5%	8	14%	22	41%	65	30%	48	11%	17	160
Decrease designated cooling areas	8%	1	17%	2	17%	2	58%	7	0%	0	12
No change needed	10%	15	20%	29	22%	33	34%	51	14%	20	148
No preference	3%	4	16%	18	36%	41	30%	35	15%	17	115
Other	17%	1	17%	1	0%	0	50%	3	17%	1	6

What changes regarding shaded areas are needed at Northwest Ottawa Parks?



What changes regarding shaded areas are needed at Northwest Ottawa Parks?

Field	City of Ferrysburg	City of Grand Haven	Grand Haven Charter Township	Spring Lake Township	Village of Spring Lake	Total	
Increase shaded areas	6.91% 17	15.45% 38	30.49% 75	32.93% 81	14.23% 35	246	
Decrease shaded areas	0.00% 0	25.00% 1	0.00% 0	75.00% 3	0.00% 0	4	
No change needed	7.30% 10	16.06% 22	37.23% 51	29.20% 40	10.22% 14	137	
No preference	5.17% 3	18.97% 11	27.59% 16	31.03% 18	17.24% 10	58	
Other	0.00% 0	0.00% 0	0.00% 0	100.00% 3	0.00% 0	3	

Appendix: Written Responses

Are there other parks that you have visited in your community in the past 12 months that are not listed above?

City of Ferrysburg:

PJ Hoffmaster, beach wood, rosie mount, rising dust

Holland Shores, Grand Haven State Park, Grand Valley Ravine

kirk park, duncan woods, cow park

Levington Park

muskegon state park

North Shore Beach

Pigeon Creek

pj hoffmaster, north shore beach, lake harbor

State park

City of Grand Haven:

Imagination Station in Grand Haven

Quincey Park

Riley Trails, Holland State Park

Schmidt Heritage Park

Grand Haven Charter Township:

Bass River, Conner, Strens,

Connor Bayou

Connor's Bayou

Hemlock

Hemlock Crosings

Hemlock Crossing

Hoffmaster state park

Hoffmaster State Park, Pigeon Creek Park and trails

Keow Park

Kirk Park. Hemlock Park

No

pigeon creek hemlock crossings

Riverside Park, Conner Creek, Stearns Park

Robinson Forest, Stearns Creek

Schmidt

Schmidt field

Schmidt heritage

Schmidt Heritage Park

Schmidt Heritage park

Schmidt Heritage Park GH Township

Schmidt Heritage Park, plus Stearns Bayou and Connor Bayou in Robinson Township

Schmidt Park (new one)

Schmitt park

Stearns Bayou

The bike trails in all areas

Windsnest beach

Spring Lake Township:

Coastguard park

Crockery Hall

hawk master

Hoffmaster State Park, Muskegon State Park

I live here but spend my time on Mona Lake.

Marvs bark park

None

None

Not that I can think of.

Pettys Bayou Boat Launch,

pigeon creek, hemlock crossings

PJ Hoffmaster

Tunnel Park, Lakeshore

Village of Spring Lake:

Dino park in spring lake township —— ICE rink in Central Park ——. Docks at Lakeside Beach ——

holland state park. tunnel park. grand haven state park

Muskegan State Park

Spring Lake Yacht Club Area is a park in Village of Spring Lake

The purple & green playground at Kinderkirk / Presbyterian church in Spring Lake.

Which of the following is the biggest factor impacting your decision to visit a park in the last year? (Other)

City of Ferrysburg:

Exercise

not enough time

playgrounds

relaxation

City of Grand Haven:

Dog friendly

Dog Friendly

Dog walking ability

Exercise

EXERCISE IN SAFE PUBLIC OUTDOOR AREAS

If I can bring dog, if I can have dog off leash or not.

Location, safe environment, lake view, natural areas

Playground equipment

playgrounds and/or kid friendly

Running/walking trails

Water

Grand Haven Charter Township:

Playground

No dog allowed

MTB trails

Kids activities

Hiking trails

Dog walking

dog friendly

bicycling, hiking, stewardship

Athletic Fields

Spring Lake Township:

Ability to walk dog

Bike access

Bike riding destinations, events and nature!

Lake and other water activities

Off leash dogs has deterred me from going to several parks. I have a dog but really feel we need a patrol to ticket owners for not being responsible with their pets off leash.

Playground for grandkids

recreation

weather

Weather

whether its dog friendly or not

Village of Spring Lake:

Walkways (I have a bad foot). BATHROOMS (young kids). Playground equipment/ things to do - beach/water/fishing

Pickleball

Natural areas, location, and safety

If you don't go to a park often or when your typical routine of visiting the parks is interrupted, what are the reasons for not going? (Other)

City of Ferrysburg:

life in general

i had cancer

i dont know

Facility too crowded

everythings closed - ottawa sand entrance closed

because im lazy, some of them are really crowded

City of Grand Haven:

location

Not enough parking, too crowded.

Out of Area

Grand Haven Charter Township:

Too many people there

Temporarily was injured

Dogs not permitted

Busy work schedule

Bugs

Spring Lake Township:

Unleaded dogs are a big problem

tore achilles tendon, so can't play pickleball

Senior citizen parks are not always accessible

Not closer need one in walking distance.

Need to walk my dog off leash and many parks prohibit this

Just committing to doing it. We have beautiful parks around here and I don't visit them enough.

i have natural beauty at home

I don't make time for it. My bad.

dogs, if its heavily populated

Bike trails not safe over HW31...not enough connector trails to locations.

Village of Spring Lake:

Number of people and number of benches

if they are crowded then i tend to avoid them

What mode of transportation do you most often use to travel to a park? (Other)

City of Ferrysburg:
walking or biking
City of Grand Haven:
Walk, Bike,Drive
Don't go to parks
Both walk and drive
boat
Grand Haven Charter Township:
<no responses=""></no>
Spring Lake Township:
equal walk and bike
Village of Spring Lake:
<no responses=""></no>
Would you, or a group you belong to, be interested in the following volunteer opportunities? (Something else)

City of Ferrysburg:

not right now
not interested
not interested
no but my wife is really into invasive species
no
no
no
no
i would be willing but i dont like that they shoot the deer so in protest i dont want to volunteer
i cant do it at this time
i am interested but i dont have time

City of Grand Haven:

The last time I volunteered I was asked to sign a relase so didn't do it and Have not volunteered since

not sure, can't really do work outside, have health issues

I will need to think about this

i dont have time

Grand Haven Charter Township:

Would love to be trained to do nature walks

Will be interested once I'm retired. We spend 4-5 months here and work throughout that time.

Not at this time

hadn't thought about it. maybe yes

Ball field maintenance

Spring Lake Township:

Wetland clean up

we have helped with the removing invasive species and had a great time

volunteer for other community ministries

Possibly

not interested

Monitor dog parks?

i would be interested in reading some information first

Village of Spring Lake:

<no responses>

Please indicate the type of disability or condition. (Other)

City of Ferrysburg:

Autistic

City of Grand Haven:

<no responses>

Grand Haven Charter Township:
Irritable Bowel Syndrome
Spring Lake Township:
Cognitive
Brain cancer
Village of Spring Lake:
<no responses=""></no>
What types of programs are needed to serve people with disabilities in your family? (Other)
City of Ferrysburg:
Dayed nathways for well-are and whoolehoire
Paved pathways for walkers and wheelchairs none
likes the bird feeder program in robinson township
City of Grand Haven:
Informed source presentation
autism awareness and mobility acess
Grand Haven Charter Township:
Grand Havon Ghartor Township.
Cleaned, stocked and functional bathrooms.
Spring Lake Township:
Spring Lake Township:
Inexpensive opportunities for swimming
Village of Spring Lake:
Boardwalk to water

What updates need to be done at your local park so that people with disabilities in your family can fully engage and use the park facilities?

City of Ferrysburg:

We have difficulty walking any distance and use our bikes to travel (not electric). We now need paved surfaces to enjoy the natural surroundings and posted/enforced speed limits as the electric bikes are getting fearfully dangerous an the trails.

Our parks are pretty good, maybe add more walking paths

I think theyre pretty good

Harbor transit is pretty good.

Always need more paths and more benches. We really enjoy the paths at North beach.

City of Grand Haven:

Specialized access for physical use

Paved walkways. The ones I have seen are pretty good

Pathways to accommodate wheelchairs

Not all playgrounds are handicap accessible or safe for a child who is unsteady on their feet

Grand Haven needs more playground equipment throughout the city, trails, and township. Swings, slides, climbing structures, forts, etc

Accessibility: level paths, sturdy guardrails, good stairs

Grand Haven Charter Township:

Wheelchair/Walker accessible pathways

Most are very well accessible and maintained

I just have bad knees/hips from serving in the Army and when I get out of work, they usually can't handle much more physical activity.

Honestly restrooms are mostly, fine. Just please keep this in mind for any expansion / renovations. Just minor things like making sure door locks work on stalls, spiders /insects are kept in check, etc.

Spring Lake Township:

Unpaved or in need of repairs

The small park areas in the Village are in need of attention. Those living near the areas aren't welcoming-feels as tho you are intruding

The North Ottawa Park was too hard to get to the water since it was filled in with sand due to erosion. The distance to the water's edge was just too far to get there, especially on a hot day and my age. I gave up going. It just did not feel welcoming to sit by the water's edge.

Ramps

Parking close

Parking

More level ground for people with walking issues or in wheelchairs

make walking from the parking lot easy

Less uneven ground

It's hard for me to walk in the soft sand even though I absolutely love it. If there were more plastic walk ways to use to get to the water, that would be very helpful

Hard pack and/or boardwalk surfaces in at least 33% of the park. Definitely the beginning of the trail and other locations being close to the trailhead. I don't need to move through the entire park.

Enough space for parking

Easy access trails

As long as I can get around with a walker, I'm good.

Accessibility

Village of Spring Lake:

All of our parks need to be barrier free. No bark, areas that are easy for all to use.

What suggestion do you have for improving your experience at the park with a stroller, wagon, etc.?

City of Ferrysburg:

Paved pathways to restrooms, beach front, and increased disabled parking spots

Its nice when they have handicap parking, and also when they put the parking barrier, they put them too close together so you can't get a stroller or wheelchair out of the car

City of Grand Haven:

Walker/cane- hard surface observation points

The parks we typically frequent are pretty accessible

Smooth, wide walkways and gates

Pathways so pulling or pushing is easier.

none

never had an issue

Maybe have walkways wide enough for a double stroller plus pedestrians. Others going fast on a sidewalk on skates, bikes or scooters can be a challenge when walking with a stroller. Having a good place to park a stroller is sometimes a challenge. Keeping young children safe in parking lots is a challenge.

Keep paved walkways in good condition, i.e. if a sidewalk is provided then keep it smooth and not all broken/cracked.

having paths that are wide enough for a stroller

Ensure that areas are safe to navigate with walkers, wheelchairs, etc.

Curb cuts and gravel

Paths

Grand Haven Charter Township:

Wagon for beach supplies

Upkeep of trails. Blacktop or crushed gravel

Trail systems that are accessible with strollers so parents can include children in activities. Bike paths that are not cracked, have holes, etc.

Stroller/wagon

Stroller parking. Stroller trail through the park.

Paved or gravel trails within Hofma

None

Mother's parking

More paved paths

I like the foam flooring for parks

Flat concrete, no inclines/declines

Fine the way it is.

always have a ramp option for strollers

Spring Lake Township:

Walker

Wagons, coolers and stroller

Use a walker /cane - smooth surface pathways

The portable sidewalk at beaches

Stroller

stoller

Smooth sidewalks - limited bumps, breaks, etc.

Having pathways to the things at the park beyond just the sidewalk (I.e. a path that leads to the dog park fence)

Ramps in place of som stairs

More level and smoother paths to the amenities in each park. With no barriers.

More flat surface walkways down to the water

Mobility scooter or trike access

Make sure walking paths are maintained, smooth, and level

Less uneven ground

Its just difficult to put them together

I haven't really found it to be a problem

Village of Spring Lake:

Walkways down to the water

Ramps instead of stairs to make it easier to move around the space & not lifting strollers / wagons up or down stairs. Shaded or covered areas so strollers (& all of the stuff in it) don't sit in hot sun or rainy weather.

Pour in place is easiest. Whistle Stop is a great place that includes all types of people. My parents are older and it is easiest to walk in level areas.

Paved pathways

Pathway from water to bathrooms

Paddle board/kayak trailer, bikes, & wagon

just a trail that can be used with a wagon at some of the bigger parks...not all is necessary

For the most part I have been able to access all parks with a stroller, and for hikes we use a backpack carrier and it goes well!

but there is no challenges

signage suggesting to keep strollers out of the way while not in use might be helpful

When imagining the facilities available through community parks and recreation, how important are the following amenities to you (or members of your family)? (Other)

City of Ferrysburg:

Natural areas undisturbed by "improvement"s

City of Grand Haven:

Water park

Want swimming pool

Trail markers

Swimming

Secure bike rack

good bathrooms

equestrian trails, lake front with accessibility for dogs

cross country ski trails

Accessibility

Grand Haven Charter Township:

We need more tennis!!

Water fountains

Updated playground equipment

Softball fields

Running Track

Restrooms (I am amazed this isn't included)

Restroom facilities

Outdoor Hockey Rink

indoor walking track

Hunting

Free parking

Better maps on trails

Benches and overlooks to observe nature and wildlife - photography

Badminton courts

Areas for senior exercises

Spring Lake Township:

Water views

there are so many parks = that having the mix of trails, playground, splash pad, beach is an awesome part of our community

Pool

Pets allowed

Native plants identified

Mix of shade and sun, water

I am more interested in great facilities for families than for myself.

Downtown parking gh and sl

Community pool (less expensive)

Bike paths throughout community

Bathroom

3D Archery Course

Village of Spring Lake:

Nature trails that appear mostly undisturbed. We love the flowers, plants and wildlife.

Dock and seating. The Alden Street End park was destroyed in the flood and I would like it back. We enjoyed taking food done there to eat and enjoy the view. We also enjoyed the ability to launch kayak's there.

bike paths

Amphitheater

We are interested in learning what you think are the top THREE most needed outdoor public recreation facilities in the Northwest Ottawa Area. (Other)_

City of Ferrysburg:

trash cans

Parking and maintenance at Ferrysburg lake accesses along Lakeview and Cecelia

parking

more space

City of Grand Haven:

Water Park

Swimming pool

Off leash dog walking areas

equestrian trails

Bocce is a sport. Bocce is played with Bocce Balls.

Grand Haven Charter Township:

We have enough already

Spring Lake Township:

restrooms

no rules and regulations about where you can take your dog

Increase parking

Community pool

Bike repair stations / dog clean-up stations

Archery Range

Village of Spring Lake:

Nature Scapes/Nature Playgrounds

Concert events

Please indicate the top THREE most needed park updates in the Northwest Ottawa Area. (Other)

City of Ferrysburg:

more trash pick up on trails

more park security/patrol

more drinking fountains

i dont have anything

entrance way (cant get motor homes through the gate)

City of Grand Haven:

The parks I visit are great right now.

Recycling

More parking

Make paths assault instead of gravel. Difficult for powerchairs

Make city beach and Duncan woods dog friendly

i dont know

Hard surfaces/paved

dont need any updates

Don't need any updates

accessibility and upkeep

Grand Haven Charter Township:

Youth baseball needs to be played on regulation fields with pitching mounds and grass infield. Teaching kids to pitch without a mound and field balls in dirt is putting our community's kids at a huge disadvantage.

More appropriate environment waste removal systems

Improve existing baseball/softball fields

Spring Lake Township:

Unfortunately more officers on trails ticketing dog owners not leashing their dogs

recycling

Pet beach areas

more picnic areas

more availability to bring your dogs around

I think they are great.

Dark sky outdoor lighting

Clean up goose poop!

Village of Spring Lake:

Repairs to existing structures

Recycling options

i dont have anything

Bumps, cracks in bike paths

What is your preference for designated cooling areas such as splash pads at Northwest Ottawa Parks? (Other)

City of Ferrysburg:

one per park

City of Grand Haven:

Swimming pool

Grand Haven Charter Township:

<no responses>

Spring Lake Township:

The ones we have are uninteresting to my kids.

One in our neighborhood

add one or two cooling areas

Village of Spring Lake:

I love that we now have splash pads in spring lake and grand haven. Don't know that we need more, but not opposed if there was space for one in ferrysburg area.

What changes regarding shaded areas are needed at Northwest Ottawa Parks? (Other)

City of Ferrysburg:
<no responses=""></no>
City of Grand Haven:
<no responses=""></no>
Grand Haven Charter Township:
<no responses=""></no>
Spring Lake Township:
Natural Shade areas
more trees
Beach shaded areas would be nice
Village of Spring Lake:
<no responses=""></no>
Please use the space below to share any additional comments that can assist the region in improving the parks, trails, open space, recreation facilities, programs, or services.

City of Ferrysburg:

we are paying too much taxes, they keep raising the taxes, there is a lot of stuff that we don't need that comes out of our pocket and we don't have a choice. i really feel like the government owns you, if you dont pay your bills, theyll take your house away. do we need all of these parks? the playgrounds for children are real nice but do they need that? the government just takes from us. they take 20% of the fairs and the big festivals. i like the parks but the thing is, were paying for those. theyre making money off of the city, and its very corrupt. I think its very corrupt. in 1913 they didnt have taxes and now they just keep adding more taxes.

the biggest thing is more facilities with trash cans, especially the state parks

North Beach Park needs more parking.

No

Making them accessible for everyone, basically free parking, its important for a lot of people to enjoy the space

Leave the natural spaces alone,. Work on parking, paved paths, water fountains that work, sheltered ares/shade. Not every park need to be a playground, sportcourt, or boat access. Keep some parks simple and quiet. Our parks are over developed. Parks should focus on the enjoyment of the natural features primarily.

In summary, the speed of electric motorized vehicles (bikes, scooters, and boards) is a huge safety concern on the lakeside trails. Also the Ferrysburg public lake access sites are miserable and unfortunately not accessible at all due to lack of parking and overgrowth.

I think Ottawa county is doing a great job with parks, I wouldn't change much, I would just keep going

I think making things more accessible to people with disabilities is a pretty important thing to do, everything else is pretty excellent. I really love the parks

holding people accountable for their dogs (leashes and waste), carry the bag to the trash can instead of leaving the bag to the side of the trail. enforcement of some kind would nice. dog walking off leashes

designated hammock areas with hooks and such

City of Grand Haven:

Yes! Please do care for and increase the availability of third space in Ottawa County. The availability of these places to come together and be outside is one of the very best things about living here.

We need more mountain bike and singletrack trails for running/hiking around that are fun and challenging.

There should be more work to prevent erosion

Thanks for taking such good care of our public spaces!

Here are some thoughts:

I've been using the trails in the Hofma Preserve/Park on 168th for trail running. I get lost regularly - many trails are not marked and it's not always obviously which way is the "main trail."

Maybe some trees could be planted in the new parking. There's not much for shade except if you stand near the map. And no where to lock up your bike. ;)

Finally, I can't find this park entrance on a map. I was trying to meet a friend there (was their first time), and Google Maps wanted to take them to the Ferris St entrance.

Thanks again!:)

Quiet reading areas.

Public service announcements about improvements, additions of programs, services, etc.

Our parks are plentiful & beautiful!

Job well done

More off leash areas for dogs please

Love the parks! Thank you!

I haven't used all the parks. It would be nice if all the larger parks had public bathroom facilities; drinking fountains; and accessibility for wheelchairs, walkers and strollers. Landscaping for shade is becoming increasingly important. Splash pads are nice for cooling, but they are likely too expensive to provide more than a few in the area. We often picnic on the back of an SUV so don't have to have picnic tables.

hard to choose from these lists, all are important. Splash pads bring park traffic and ad value to a park/neighborhood, definitely increase parking!, drinking fountains are a must just for the basic need of water, paved walking for older folx, more advertising to know where all these places are, I had no idea there were all these parks until I read the list on the survey

Definitely more parking and non donated seating in Grand Haven Park More public beach access that doesnt require a fee to park or a parks sticker.

Allow more camping if possible

Grand Haven Charter Township:

Would love more parks to be dog friendly

While we don't use parks often (we live elsewhere 5 months a year), we are very interested in seeing the park system expand.

We have many playgrounds but the equipment, particularly the slides, gets so hot in the sun it is hazardous to children. Surely there is some material that does not get so hot??

We are loosing tennis courts rapidly to pickleball courts!!!! My daughter is a Sophomore at Grand Haven High School and this past 2024 spring season, 80...yes! 80 girls went out for the tennis team! 65 girls went out last year, and that is not even including the boys program. The tennis program keeps growing and there is NO WHERE for them to practice in the fall, winter, spring especially since the Sport House took over and made all tennis courts into B-ball and V-ball. Hope college now has to negotiate courts between 12 high schools and that is AFTER their college teams get court time. The schools in Fruitport, Spring Lake, Norton Shores don't even practice in the Fall, Winter, Spring because there is no where for any of them to go! When we go to other communities i.e. Hudsonville, Holland, Grand Rapids, Chicagothey absolutely put Grand Haven to shame with not only the outside Tennis accommodations and availability, but the inside access to courts as well-which could easily be used as pickle ball courts during the day when schools are not using them. This issue needs to be addressed immediately as it has never been thought through

Treat the hemlocks HWA and oak wilt.

Stop growing the park system

Have user fees, not using taxes for parks.

Thank you for the wonderful work you do with parks and trails. I have lived in 7 countries and visited dozens, and several USA States and I think you keep the trails in excellent condition. We as a family appreciate the effort. I would recommend more work with the community when it comes yo promoting them. One way of attracting could be nature walks, bird watcher clubs, or to facilitate the information on where these groups are.

or addressed!!! I have to trade to Holland and Grand Rapids for my daughter to get court time, and that is ridiculous.

Stop paving trails and rely on natural conditions. Paved trails often aren't maintained after feel good ribbon cutting but impede wildlife

Please keep the baseball filed at the Fire Barn park, it is ONLY one of two baseball fields in Ottawa county with a 54' mound used by Tri-Cities little league 12-13 year olds

Our family loves Ottawa Parks- especially parks that allow leashed dogs. I think leash laws need to be reinforced and also cleaning up after dogs. Perhaps by ticketing or banning dogs of non respectful owners.

Open Rosy Mound to dogs

More shade at playgrounds

More playgrounds for Children.

More dog parks and dog programs

Many of the parks are run down and not safe for the kids to play at. The Cho Cho train park has roots all over it and dirt with little to no mulch

Lower capital cost by spending less

Kids need to play baseball on regulation baseball fields. They play on dusty softball fields without pitching mounds or grass on infields. Home plate and the pitching mound rubber are always sunken below ground level and it's dangerous. It's a joke that we don't have little league regulation fields in the area. They need outfield fences as well.

Just over all up keep of the parks. We are so fortunate to have so many parks to choose from. We enjoy them all each one offers something different. Tku for continuing to upgrade & maintain are parks.

In the last five years, I have noticed most tennis courts have been taken over by pickleball courts. While I do appreciate pickleball, I hate to see less and less places for tennis. Please don't let tennis courts become a thing of the past. In addition, I believe this area is in desperate need of a good mountain bike trail system.

Improved bike trail connections. attempt to provide safer US 31 crossings as bike trails are used

I typically walk alone and honestly if I feel nervous I don't know what you could do, unless there were security cameras along the trail, which assumes you would have to hire people to watch them. I lived my whole life until retirement in SE MI so This contributes to my attitude. Hopefully I'll learn to relax more on the trails because we have beautiful parks.

I really like our parks. It would be great to tribute a guide to our local parks as some of the ones mentioned I had never heard of. I would like to visit each one in a year.

I live walking distance from Potawatomi park. I'd like an exercise facility installed for working out

I am so thankful for the paved biking/walking trails around Grand Haven TWP. It is a huge drive to stay active and be outside rain/shine/winter/summer/all the time. Thank you for helping us be healthy, active and mobile while living in this amazing area. We have an abundance of natural resources and I love that you are thinking about making things better. Grand Haven boardwalk should be used for pedestrian traffic only. Bikes, skateboards, scooters, etc should be banned or make a specific "lane" for them.

For the most part, I think county wise are very well maintained, and the guys were hard to keep it that way

Emailed programs would be nice, I'm never sure what's going on.

Being so close to the coast it is important for dog accessibility to be the largest issue addressed next. Beach access is already very abundant, but beach access for dogs is limitid and lacking greatly. The most important things to me would be beach access, natural, unpaved trails, nice playground, updated bathrooms and bonus for splash pads in more frequented areas. ALL of these places should allow dogs at the very least on leash in addition to more off leash options throughout the entire day, no black out times in the middle of the day. Pet owners also want to bring their furry family to parks in the middle of the day, it's not a people only want/need. This aspect is currently extremely lacking.

Absolutely love our parks! Most days we go twice - for morning and afternoon walks. Greatly appreciate all our township and county administrators have done to build these fantastic recreational facilities in our community!

A safe indoor walking track is needed, especially for seniors during the fall, winter, and spring months. This should be free to the community. Perhaps courts for basketball and pickleball on the ground level, and the walking track circling above the courts could be devised.

Spring Lake Township:

Trails and bike paths to remain safe for walkers. Not interested in BMX and electric bikes flying by. Not safe for older adults, children and pets or anyone for that matter.

Too bad the County messed up North Ottawa Sands with yurts and overnight camping.

Tighten enforcement of dog leash rules. Too many unleashed dogs on the trails, often allowed to run ahead of the trail. I was actually bitten while hiking at Hemlock.

The SW Michigan parks are amazing! We love it here. Moved from Southern Calif where parks were not safe, no hiking trails, hot, not enough parking or water access without fighting traffic and crowds.

The school practice facilities football, track, lacrose ,soccer fields, indoor basketball etc. should not be locked to the taxpayer. We pay for this and should be able to use them including children to practice there sport of choice. Hire someone to supervise these facilities.

The parks need a public pools.

Please bring back benches/seating areas that were destroyed with the flooding several years ago of the lakes. Especially the North street ends in Spring Lake Village.

Plant identification, more flowers

Parks should be a place where people go to escape the hustle of "city life". Places where people can go to host a gettogether or cookout with friends and family while allowing all ages of the group a safe place to play. We don't need to complicate it by catering to every intricate desire for specific recreational activities such as bocce ball or shuffle boards, but offer things such as tennis/pickle ball, basketball, softball, and playground equipment.

Rental fees for covered areas should be reasonable and affordable to all members of the community. If we are truly offering parks as places of recreation for the community, the activities should be affordable by everyone.

Organize to cut off invasive species.

New to the area and haven't been to all of the parks, but am impressed with the ones I've seen.

My suggestions: clear the weeds along the bike paths both in Central Park and along the bike path along 152nd ave. Second: somehow enforce the leash and dog poop cleanup laws along the Central Park bike paths. Post some signs at the entrances and along the bike paths as a reminder.

My favorite is the disc golf course for hiking and playing

My #1 wish would be to have a community pool. The one at high school is prohibitively too expensive for families (even if they are the taxpayers who helped finance it)

Mulch spread on trails is very helpful in wet areas. Some if our current parks need updating with play equipment and restrooms before more park areas are created. Thanks for the survey!

Most parks I'm aware have, but it's nice to have a good pedestrian/bicycle path to get to the parks.

more portable bathrooms during winter months.

More nature programs for kids. There is no nature center near my home in Spring Lake with indoor/outdoor programs available. Green box in the summer. We had this in Ohio for kids. More interesting playgrounds-Spring Lake Central Park would be a great place for an upgraded playground. Story Walk through the woods that takes more than 5 minutes. Organized community foot races. Community Pool and water park would be amazing. We also had one in Ohio. (Avon Lake) each town had their own.

We like the chess board at SL central but last week it was too dirty to sit at and no chess pieces. Picnic tables were dirty too.

We love the bike paths! Thank you for maintaining them!

The wooden causeway /bikepath on the Lloyds Bayou Bridge on Leonard needs to be replaced. It's probably 35 years old. It's time. The safety is compromised and the vegetation has taken over. Thank you!

Maps - especially of trails. Or easy to follow signage.

Increase the area for parks and decrease the area for new construction.

Improve the baseball fields. Some of the worst baseball fields I've ever been around, embarrassing. A nicely manicured baseball field can add a lot of appeal to a park.

I would really love to designated mountain biking in the area. I believe bass river is the only spot and it's pretty far away from where I live near holiday hills.

I love our parks! We use them regularly and vary them up based on our "mood". It would be nice if water tower park had a playground. It would also be nice if people would clean up dog poop!! Water tower park is horrible for this, along with the bike paths. I think weekly we get dog poop from one of those locations on someone's shoes... It would be nice to see recycling cans available. I would also love to see more volunteer opportunities for helping at the parks for the whole family. It is good to teach the kids to take care of the space they use.

Get people to pick up their dog feces

Fix bumps and cracks in paved walking biking trails. Some are killer on the balls.

Extra pavilion . If it is rented, there is no place to sit and read in the shade. The beach is now too far away to get to the water's edge. to cool off or enjoy the sun and breeze.

E-bikes have become commonly used and pose safety hazard for many pedestrians using the multi-use paths. Please develop and enforce guidelines for safety

don't increase taxes

Definitely more drinking fountains or water refill stations available, along with trash cans and poop bag stations, but even more important than the increase of some of these, is the UPKEEP of them! Many of them just need to be refilled more often, and cleaned more often.

Concern about lack of signage regarding if mountain bikes are allowed on trails. It is dangerous if a bike is on a non-bike trail. If bikes are allowed there should be directional signs (clockwise or counter-clockwise). Clear signs on whether bikes are allowed would be nice. Or have additional trails that are specific area for bikes only. It can be dangerous to have walkers and bikers on same trails. Thank you for considering.

Better trail maintenance; Low tree branch removal, shrub and grass cut from sides of trails and driveways for safety. Car&bike accidents are on the rise!

Better signage in Kitchel-Lindquist Dune Preserve. Also, unlock the bathrooms!

Bathroom in Central Park need to he updated.

Accessible kayak launches are amazing and we could use more of them. I frequently kayak with a friend with disabilities and it makes a huge difference in her life and allows her to go places she hadn't been able to previously. Also just better facilities in general would be great--bathrooms with flush toilets, having drinking fountains available even at small parks, and clear signage (both directional and interpretive) would be great. Love the parks in this areathank you for doing this survey!

A refreshment place is needed at the Nunica trailhead

A mountain bike trail is one of the major missing nature pieces for Ottawa county. Other local counties have them, although these are rather sparse in West Michigan. It would keep people local rather than having to travel and support other counties!

Village of Spring Lake:

We use so many of these facilities regularly and really appreciate the value they add to our Village. It is the primary reason we chose to live here in the Village.

We love our parks and paths but dislike the current attitudes of boards "my way or the highway attitude.

Trees keep a park inviting, NOT CEMENT! Keep it natural as much as possible.

The Alden Street End park was destroyed in the flood and hasn't been replaced. We enjoyed being able to take a meal there and enjoy the view. We also enjoyed launching our kayaks from there. Please replace that park. Thank you. Please add more dog parks, sitting areas in parks. It would be great to see more pickleball courts in a non residential space.

Our parks are beautiful, but some are dated. The cost is extremely high and Northwest Ottawa County Leaders need to find a way to keep them updated. Most of our taxes go into infrastructures for clean water, better roads. Our leaders need to figure out how to work together to brainstorm how to find funding to help maintain the wonderful parks that we do have.

It might be fun to see some nature scape playgrounds. Holland has a couple and they are so fun. I also have always been bummed that many parks that use to have ice rinks when I was younger are now abandon or no longer in use. Improve safety features/call stations.

Developing another small beach for families like Lakeside beach would be really nice since it has begun to get crowded. Preserving areas for people who don't want to be around dogs at parks, enforcing rules regarding dogs in these areas.

Completion of the Spoonville Trail to Grand Haven

Extension of the Northbank trail beyond Nunica

At least one restroom or port-o-san open in the late fall and winter months—and maintained— even if it's once a week or once every other week. We do need to urinate occasionally on long walks/hikes, even in the winter, you know.

Also, I don't know if this would be under the aegis of the P&R, but why in the world does the tri-cities not have a river taxi/gondola service during the summer season? Why does GH not have a pedicab service in the summer, and why do you make it so difficult to have food trucks at Chinook Pier in the summer? I don't have a food truck, but these are things I've wondered since moving here three years ago, and things I've wondered about since we were regular tourists for a dozen years.

ADOPTION RESOLUTION

Explore the Grand Region:
A Community Parks and Recreation Plan
in Northwest Ottawa County
2025-2029

Encompassing the Communities of
City of Ferrysburg
City of Grand Haven
Grand Haven Charter Township
Spring Lake Township
Village of Spring Lake

WHEREAS, the City of Grand Haven has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents for a five-year period covering the years 2025-2029, and

WHEREAS, the City of Grand Haven has entered into this planning process in collaboration with the City of Ferrysburg, City of Grand Haven, Grand Haven Charter Township, Spring Lake Township, and Village of Spring Lake, and

WHEREAS, the combined area of the aforementioned local units of government constitutes the Northwest Ottawa County community recreation planning area, and

WHEREAS, the City of Grand Haven is of the understanding that the governing bodies of the aforementioned local units of government intend to pass a similar resolution of adoption of the *Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2025-2029, and*

WHEREAS, the local units began the process of developing a community recreation plan in accordance with the most recent guidelines developed by the Department of Natural Resources of the State of Michigan, and

WHEREAS, residents of the Northwest Ottawa County region were provided with a well-advertised opportunity to review the draft plan for a period of at least 30 days, and

WHEREAS, a public hearing was held on January 6, 2025 at Grand Haven City Hall, 519 Washington Avenue Grand Haven, MI 49417 to provide an opportunity for all

residents of the planning area to express opinions, ask questions and discuss all aspects of the, and

WHEREAS, the City of Grand Haven has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the City of Grand Haven, and

WHEREAS, after the public hearing, the Grand Haven City Council voted to adopt said Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2025-2029,

NOW, THEREFORE BE IT RESOLVED the City of Grand Haven hereby adopts the *Explore the Grand Region: A Community Parks and Recreation Plan in Northwest Ottawa County, 2025-2029* plan document.

Yeas:	Nays:	Absent:	
Ι,	, titl	e, do hereby certify	y that the foregoing is a true
original o	opy of a reso	olution adopted by the	at a Regular Meeting
thereof h	eld on	day of January, 2025.	
Signature	e:		
(Seal her	re with a seal	if available)	



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 $\pm G$

DATE: December 23, 2024

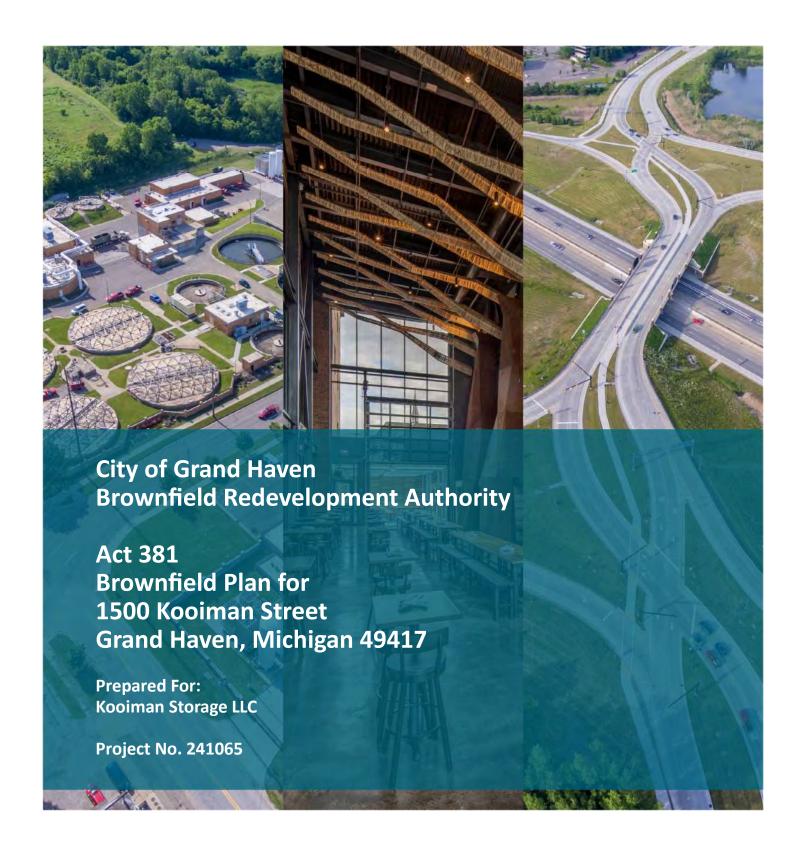
SUBJECT: 1500 Kooiman Brownfield Redevelopment Plan and TIF Request

On November 4, 2024, the EDC/BRA Board heard a presentation from Kirk Perschbacher, Fishbeck Senior Brownfield Specialist, on a Brownfield Redevelopment Plan for 1500 Kooiman Street. The request from the developer, Kooiman Storage, LLC, is for a Brownfield TIF capture of 23 years in the amount of \$532,250 to reimburse them for eligible activities pursuant to Act 381. Capture of tax increment revenues is anticipated to begin in 2026 and end in 2048 with the capture of five years for deposit into the BRA Local Brownfield Revolving Fund.

The Plan applies to this property and redevelopment activities include the construction of 12 commercial condominium storage units within the site located within two buildings (seven within the eastern building and five within the western building). The commercial condominium units on the property will be 1,248 sq. ft. The potential exists that the eastern building may be occupied by one tenant for use as a light manufacturing space. The development is expected to be completed in late 2024/early 2025.

As part of the review and approval process of the City's Economic Incentive Policy, the application for the Brownfield TIF was reviewed by a third party financial reviewer, and the reviewer recommends approval of this Brownfield TIF request.

The EDC/BRA Board approved the Brownfield Plan at their November 4, 2024, meeting.







City of Grand Haven Brownfield Redevelopment Authority

Act 381 Brownfield Plan for 1500 Kooiman Street Grand Haven, Michigan 49417

Prepared For: Kooiman Storage, LLC Grand Haven, Michigan

October 29, 2024 Project No. 241065

Approved by the City of Grand Haven Brownfield Redevelopment Authority: _	11/04/2024	
Approved by the City of Grand Haven City Council:		

Prepared with the assistance of: Kirk Perschbacher Fishbeck 1515 Arboretum Drive SE Grand Rapids, Michigan 49546 616.464.3956

1.0	Introd	luction		1
	1.1	Propos	sed Redevelopment and Future Use for the Eligible Property	1
	1.2	Eligible	e Property Information	1
		J		
2.0	Inform	nation Re	equired by Section 13(2) of the Statute	2
	2.1	Descri	otion of Costs to Be Paid for With Tax Increment Revenues	2
		2.1.1	Pre-Approved Activities	2
		2.1.2	Due Care Activities	2
		2.1.3	Public Infrastructure Improvements	2
		2.1.4	Site Preparation Activities	2
		2.1.5	Brownfield Plan/Work Plan Preparation	2
		2.1.6	Brownfield Plan/Work Plan Implementation	2
		2.1.7	Contingency	3
		2.1.8	Authority Administration Cost	3
		2.1.9	Local Brownfield Revolving Fund	3
	2.2	Summ	ary of Eligible Activities	3
	2.3	Estima	te of Captured Taxable Value and Tax Increment Revenues	3
	2.4	Metho	d of Financing and Description of Advances Made by the Municipality	4
	2.5	Maxim	um Amount of Note or Bonded Indebtedness	4
	2.6	Duratio	on of Brownfield Plan	4
	2.7	Estima	ted Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction	4
	2.8	Legal [Description, Property Map, Statement of Qualifying Characteristics and Personal Propert	:y4
	2.9	Estima	tes of Residents and Displacement of Individuals/Families	4
	2.10	Plan fo	r Relocation of Displaced Persons	4
	2.11	Provisi	ons for Relocation Costs	5
	2.12	Strate	gy for Compliance with Michigan's Relocation Assistance Law	5
	2 13	Other	Material that the Authority or Governing Body Considers Pertinent	5

List of Figures

Figure 1 – Location Map

Figure 2 – Site Layout Map

List of Tables

Table 1 – Summary of Eligible Costs

Table 2 – Tax Increment Revenue Capture

Table 3 – Tax Increment Revenue Reimbursement Allocation

List of Appendices

Appendix 1 Brownfield Plan Resolution(s) and Notices

Appendix 2 Redevelopment Site Plan/Conceptual Renderings

Appendix 3 Environmental Data Tables and Map

Appendix 4 Reimbursement Agreement

Table of ContentsFishbeck | Page ii

List of Abbreviations and Acronyms

BEA Baseline Environmental Assessment

Developer Kooiman Storage, LLC

DDCCR Documentation of Due Care Compliance Report

ESA Environmental Site Assessment

GHBRA City of Grand Haven Brownfield Redevelopment Authority (or "Authority")

GRCC Generic Residential Cleanup Criteria LBRF Local Brownfield Revolving Fund

NREPA Natural Resources and Environmental Protection Act

PA Public Act

Plan Brownfield Plan Amendment

Property 1500 Kooiman Street, Grand Haven, Michigan

QLGU qualified local governmental unit

1.0 Introduction

The City of Grand Haven Brownfield Redevelopment Authority (the "Authority" or GHBRA) was established by the City of Grand Haven pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

This Brownfield Plan ("Plan") permits the use of tax increment financing to reimburse Kooiman Storage, LLC ("Developer") for the cost of eligible activities required to redevelop the eligible property described in Sections 1.1 and 1.2 below. See Appendix 1 for copies of Plan resolutions.

1.1 Proposed Redevelopment and Future Use for the Eligible Property

The Developer is proposing to redevelop the site located at 1500 Kooiman Street, Grand Haven, Michigan (the "Property"). Proposed redevelopment activities include the construction of 12 commercial condominium storage units within the site located within two buildings (seven within the eastern building and five within the western building). The commercial condominium units on the Property will be 1,248 sq ft. The potential exists that the eastern building may be occupied by one tenant for use as a light manufacturing space. The development is expected to be completed in late 2024/early 2025.

This Property has been vacant for approximately 50 years and is not being utilized to its fullest and best use. When completed, this Project will result in a significant increase in the overall taxable value of the Property. Sustainable development concepts are proposed throughout the Project, including green building techniques and low-impact development stormwater management. Total private investment for the Project, not including Property acquisition, is approximately \$1,200,000. Project renderings are provided in Appendix 2.

The Project serves a public purpose and is located within the City of Grand Haven, which is a qualified local governmental unit (QLGU).

1.2 Eligible Property Information

Parcel ID: 70-03-28-301-019

1500 Kooiman Street, Grand Haven, Ottawa County, Michigan 49417

Approximately 1.14 acres

The 1.14-acre Property is situated in a transitional industrial-zoned neighborhood, including adjoining commercial and residential uses. Historically, the Property was developed, circa 1938, for agricultural purposes. By the 1960s, the land was no longer maintained as farmland. The Property has since remained vacant.

The Developer, Kooiman Storage, LLC, conducted environmental due diligence activities including, but not limited to, a Phase I Environmental Site Assessment (ESA), Phase II ESA, Baseline Environmental Assessment (BEA), and Documentation of Due Care Compliance Report (DDCCR). These investigations identified the presence of widespread contamination across the Property as a result of historical surrounding industrial land uses. Based on the presence of contaminants on the Property at concentrations exceeding Part 201 Generic Residential Cleanup Criteria (GRCC), the Property is a "facility," as defined in Section 20101(1)(o) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended. Contaminants identified above Part 201 GRCC include selenium in the shallow soil and arsenic, copper, and lead in the groundwater.

The Property owner/Developer is not a liable party as they did not cause the contamination and a BEA was completed, in accordance with Part 201 of the NREPA, 1995 PA 451, as amended, for the northern and southern portions of the Property in 2021 and 2022, respectively.

The Property is considered an "eligible property" as defined by the Michigan Redevelopment Financing Act, Act 381 of 1996, based on its "facility" status.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Historic environmental data tables and associated sample location maps are provided in Appendix 3.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Act 381 provides pre-approval for certain activities that have been conducted at the Property. Additional activities require Brownfield Redevelopment Authority approval for reimbursement from local, school operating, and state education taxes. This Plan includes due care and non-environmental activities with associated costs to be reimbursed through local and state tax increment revenues, as applicable.

The total cost of eligible activities anticipated to be reimbursed to the Developer, inclusive of contingencies, is anticipated to be \$532,250. Authority administrative costs are anticipated to be up to \$40,193. While all activities are eligible, as defined in Act 381, the estimated eligible activities and costs under this Plan are summarized in Table 1. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be up to \$188,677.

2.1.1 Pre-Approved Activities

Eligible costs for reimbursement include Pre-Approved Activities, permitted to occur prior to Plan adoption. Preparation of a Phase I and II ESA(s), BEA, and DDCCR is necessary to protect the new Property owner/Developer from liability for environmental contamination.

The total Pre-Approved Activities cost is \$23,500.

2.1.2 Due Care Activities

Due care activities will include excavation, removal, and disposal of approximately 2,800 cubic yards of contaminated soil. The estimated cost for contaminated soil removal is \$252,000.

2.1.3 Public Infrastructure Improvements

Public infrastructure activities include the installation of an urban stormwater management system. The estimated cost is \$65,000.

2.1.4 Site Preparation Activities

Site preparation activities are anticipated to include cut and fill operations (\$22,000), fill (\$65,000), grading (\$8,000), staking (\$3,000), temporary construction access and/or roads (\$4,000), and geotechnical engineering (\$6,000). The total cost of site preparation activities (including soft costs associated with these activities) is anticipated to be \$108,000.

2.1.5 Brownfield Plan/Work Plan Preparation

Preparation of the Brownfield Plan is estimated to cost \$10,000.

2.1.6 Brownfield Plan/Work Plan Implementation

Implementation of the Brownfield Plan is estimated to cost \$10,000.

2.1.7 Contingency

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The total contingency cost is anticipated at \$63,750.

2.1.8 Authority Administration Cost

Eligible costs incurred by the Authority are included in this Plan as an eligible expense at 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as \$40,193.

2.1.9 Local Brownfield Revolving Fund

The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years, or as allowed by the statute. This capture is estimated to be up to \$188,677.

2.2 Summary of Eligible Activities

Eligible activities as defined by Act 381 and included in this Plan consist of the following:

Environmental Activities

Pre-approved environmental costs and due care activities are anticipated to be reimbursed through a Brownfield Plan state and local tax increment revenues. An Act 381 Work Plan will be prepared and submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for review and approved for state tax capture.

Non-Environmental Activities

As the City of Grand Haven is a qualified local governmental unit ("QLGU"), additional non-environmental costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. While all eligible activities as defined by Act 381 are eligible, this Plan is estimated to provide reimbursement of eligible public infrastructure, site preparation, and development of the Brownfield Plan costs. These costs will be reimbursed with state and local tax increment revenues. An Act 381 Work Plan will be prepared and submitted to the Michigan Economic Development Corporation (MEDC) for review and approved for state tax capture.

Authority Expenses

Eligible administrative costs incurred by the Authority are included as a flat fee of 10% of local tax capture. Administration expenses will be reimbursed with local tax increment revenues only.

Contingencies

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The Plan does not include a contingency on pre-approved activities or the preparation of the Brownfield Plan.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

For the purposes of this Plan, the taxable value base year is 2024. The 2024 taxable value of the eligible property is \$109,150. After completion of the development, the taxable value is estimated at \$680,000. This Plan assumes a 2% annual increase in the taxable value of the eligible property. Initial capture is anticipated to begin in 2026.

The estimated captured taxable value for the redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2 – Tax Increment Revenue Capture). Actual taxable values and tax increment revenues may vary year to year based on economic and market conditions, tax incentives, building additions, and property improvements, among other factors. Once eligible expenses are reimbursed to the Developer, the

Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF or an amount not to exceed the total cost of eligible activities. The Authority intends to capture tax increments for deposits in the LBRF for an estimated five years. The Plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Authority. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this Plan will be financed by the Developer, as outlined in this Plan and the accompanying development and reimbursement agreement (Appendix 4). No advances from the City are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

Bonds will not be issued for this Project.

2.6 Duration of Brownfield Plan

Capture of tax increment revenues for Developer reimbursement is anticipated to commence in 2026 and end in 2048, a total of 23 years. This Plan assumes approximately five years of additional capture of tax increment revenues (following Developer reimbursement) for deposit into a LBRF, if available. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdiction

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented in Tables 2 and 3.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The Property subject to this Plan consists of approximately 1.14 acres of land located at 1500 Kooiman Street, City of Grand Haven, Michigan. The Property currently consists of one tax parcel, with ID 70-03-28-301-019. A map showing eligible property dimensions is attached in Figure 2. The legal description is as follows:

Parcel ID 70-03-28-301-019

PART SW 1/4, COM 734.1 FT S ALG E LI KOOIMAN ST FROM N SEC LI, TH S 219.9 FT, W 254.15 FT, S 356 FT, E ALG N LI HILLCREST SUB. 15.8 FT, S 37D 18M E 13.45 FT, E 451.19 FT TO W R/W LI C&O RR, TH N 581.84 FT M OR L ALG SD R/W TO A PT E OF BEG, TH W 212.3 FT M OR L TO BEG. SEC 28 T8N R16W.

The Property is located in the City of Grand Haven (the "City"), a QLGU pursuant to Act 381. Contamination on the Property in soil and groundwater above GRCC indicates that the Property meets the definition of a "facility" as defined by Part 201 of the NREPA (1994 PA 451). As such, the Property is an "eligible property" under Act 381. "Facility" verification is included in Appendix 3. This Brownfield Plan does intend to capture tax increment revenues associated with personal property tax, if available.

2.9 Estimates of Residents and Displacement of Individuals/Families

No residents or families will be displaced because of the Project.

2.10 Plan for Relocation of Displaced Persons

Not applicable.

2.11 Provisions for Relocation Costs

Not applicable.

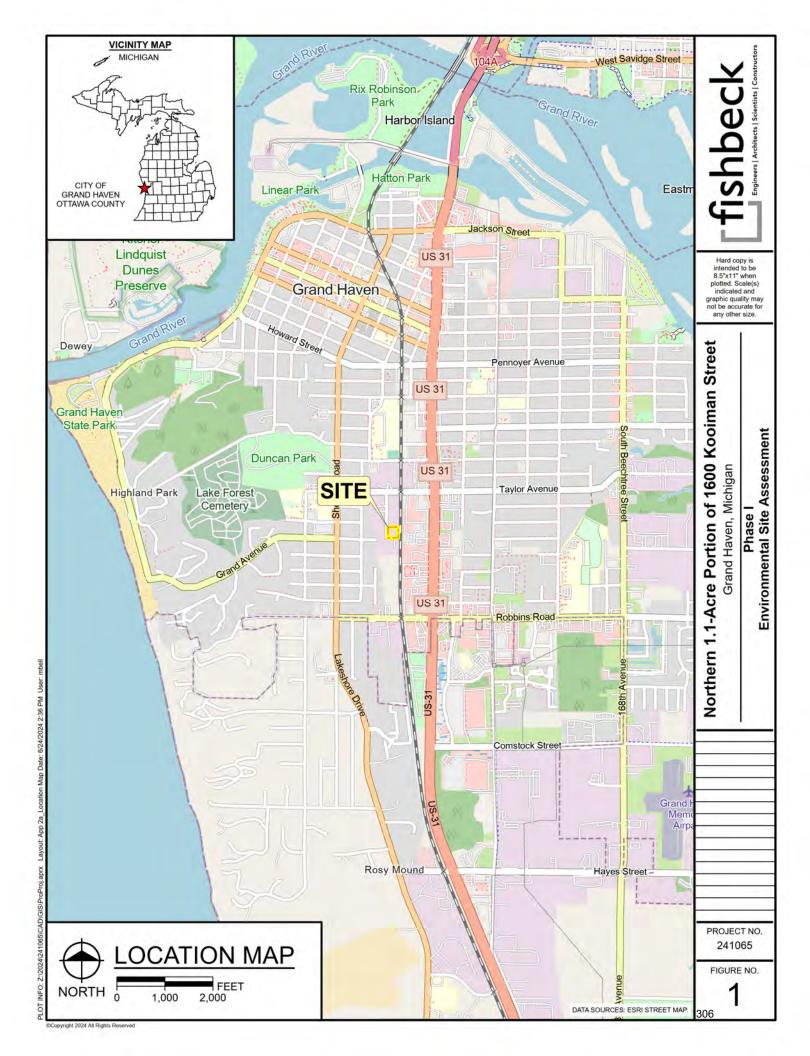
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

The redevelopment project, as a whole, is anticipated to significantly increase the taxable value of the Property, resulting in substantial new tax revenue for the community. This investment will also improve the aesthetic and environmental conditions of the Property. It is anticipated that these activities may increase nearby property values and encourage additional private business investment opportunities near the redevelopment site.

Figures





Tables

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan Kooiman, Grand Haven

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Pre-Approved Environmental Activities	\$ 23,500	
Phase I ESA/ Phase II ESA	\$ 17,500	Fall 2024
BEA/DDCCR	\$ 6,000	Fall 2024
Due Care Activities	\$ 252,000	
Contaminated Soil Removal*	\$ 252,000	Winter 2024/Spring 2025
EGLE Eligible Activities Subtotal	\$ 275,500	
Contingency (15%)*	\$ 37,800	
Brownfield Plan/Work Plan Preparation	\$ 10,000	
Brownfield Plan/Work Plan Implementation	\$ 10,000	
EGLE Eligible Activities Total Costs	\$ 333,300	

^{*}Eligible activities for contigency calculation

MEDC Eligible Activities Costs and Schedule

TVIEDE Eligible Activities costs and Schedule			Commission Conson Mann
MEDC Eligible Activities		Cost	Completion Season/Year
Public Infrastructure Improvements	\$	65,000	
Urban Storm Water Management System (Traditional and Low Impact)	\$	65,000	Winter 2024/Spring 2025
	_		
Site Preparation	\$	108,000	
Cut & Fill Operations	\$	22,000	Winter 2024/Spring 2025
Fill	\$	65,000	Winter 2024/Spring 2025
Grading	\$	8,000	Winter 2024/Spring 2025
Staking	\$	3,000	Winter 2024/Spring 2025
Temporary Construction Access and/or Roads	\$	4,000	Winter 2024/Spring 2025
Geotechnical Engineering	\$	6,000	Winter 2024/Spring 2025
MEDC Eligible Activities Subtotal	\$	173,000	
Contingency (15%)*	\$	25,950	
MEDC Eligible Activities Total Costs	\$	198,950	

^{*}Eligible activities for contigency calculation

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan Kooiman, Grand Haven, MI

	Estimated Taxab	ole Value (TV) Increase Rate: 2%	increase per year																														
		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	Totals
		Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	
		*Base Taxable Value \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150 \$	109,150
		Future Taxable Value \$	680,000 \$	693,600 \$	707,472 \$	721,621 \$	736,054 \$	750,775 \$	765,790 \$	781,106 \$	796,728 \$	812,663 \$	828,916 \$	845,495 \$	862,404 \$	879,653 \$	897,246 \$	915,190 \$	933,494 \$	952,164 \$	971,207 \$	990,632 \$	1,010,444 \$	1,030,653 \$	1,051,266 \$	1,072,291 \$	1,093,737 \$	1,115,612 \$	1,137,924 \$	1,160,683 \$	1,183,896 \$	1,207,574 \$	1,219,650
	Incremental D	ifference (New TV - Base TV) \$	570,850 \$	584,450 \$	598,322 \$	612,471 \$	626,904 \$	641,625 \$	656,640 \$	671,956 \$	687,578 \$	703,513 \$	719,766 \$	736,345 \$	753,254 \$	770,503 \$	788,096 \$	806,040 \$	824,344 \$	843,014 \$	862,057 \$	881,482 \$	901,294 \$	921,503 \$	942,116 \$	963,141 \$	984,587 \$	1,006,462 \$	1,028,774 \$	1,051,533 \$	1,074,746 \$	1,098,424 \$	
School Capture		Millage Rate																															
State Education Tax (SET)		6.0000 s	3,425 \$	3,507 \$	3,590 \$	3,675 \$	3,761 \$	3,850 \$	3,940 \$	4,032 \$	4,125 \$	4,221 \$	4,319 \$	4,418 \$	4,520 \$	4,623 \$	4,729 \$	4,836 \$	4,946 \$	5,058 \$	5,172 \$	5,289 \$	5,408 \$	5,529 \$	5,653 \$	5,779 \$	5,908 \$	6,039 \$	6,173 \$	6,309 \$	6,448 \$	6,591 \$	145,871
School Operating Tax		18.0000 ş	10,275 \$	10,520 \$	10,770 \$	11,024 \$	11,284 \$	11,549 \$	11,820 \$	12,095 \$	12,376 \$	12,663 \$	12,956 \$	13,254 \$	13,559 \$	13,869 \$	14,186 \$	14,509 \$	14,838 \$	15,174 \$	15,517 \$	15,867 \$	16,223 \$	16,587 \$	16,958 \$	17,337 \$	17,723 \$	18,116 \$	18,518 \$	18,928 \$	19,345 \$	19,772 \$	437,612
	School T	otal 24.0000 \$	13,700 \$	14,027 \$	14,360 \$	14,699 \$	15,046 \$	15,399 \$	15,759 \$	16,127 \$	16,502 \$	16,884 \$	17,274 \$	17,672 \$	18,078 \$	18,492 \$	18,914 \$	19,345 \$	19,784 \$	20,232 \$	20,689 \$	21,156 \$	21,631 \$	22,116 \$	22,611 \$	23,115 \$	23,630 \$	24,155 \$	24,691 \$	25,237 \$	25,794 \$	26,362 \$	583,483
Local Capture		Millage Rate																															
GHC OPERATING		10.5535 \$	6,024 \$	6.168 S	6314 S	6.464 S	6.616 S	6.771 \$	6.930 \$	7.091 S	7.256 \$	7.425 S	7 596 S	7 771 \$	7.949 \$	8.131 S	8.317 S	8.507 S	8.700 S	8 897 \$	9.098 \$	9303 \$	9.512 \$	9.725 \$	9.943 S	10,165 \$	10.391 S	10.622 \$	10.857 S	11.097 S	11.342 S	11 592 S	256,575
GHC TRANSP		0.6000 S	343 \$	351 \$	359 S	367 S	376 S	385 S	394 S	403 S	413 S	422 S	432 S	442 S	452 \$	462 S	473 S	484 S	495 \$	506 \$	517 \$	529 \$	541 S	553 S	565 S	578 \$	591 S	604 S	617 S	631 S	645 \$	659 S	14.587
GHC MUSEUM		0.2293 s	131 \$	134 S	137 S	140 S	144 S	147 S	151 \$	154 S	158 \$	161 S	165 S	169 S	173 \$	177 S	181 \$	185 Š	189 S	193 S	198 \$	202 S	207 S	211 \$	216 \$	221 \$	226 S	231 \$	236 \$	241 \$	246 \$	252 Ś	5,575
GHC INFRASTR		0.9535 s	544 \$	557 S	571 S	584 S	598 S	612 S	626 S	641 S	656 S	671 S	686 S	702 S	718 \$	735 \$	751 S	769 S	786 \$	804 S	822 S	840 S	859 S	879 S	898 S	918 \$	939 S	960 S	981 S	1.003 S	1.025 \$	1.047 S	23,181
GHC AGING CON		0.2257 s	129 S	132 S	135 S	138 S	141 S	145 S	148 S	152 S	155 S	159 S	162 S	166 S	170 S	174 S	178 S	182 S	186 S	190 S	195 \$	199 S	203 S	208 \$	213 S	217 \$	222 S	227 S	232 S	237 S	243 \$	248 Ś	5,487
LOUTIT LIB-OPER		0.9410 ş	537 \$	550 \$	563 \$	576 \$	590 \$	604 \$	618 \$	632 \$	647 \$	662 \$	677 \$	693 \$	709 \$	725 \$	742 \$	758 \$	776 \$	793 \$	811 \$	829 \$	848 \$	867 \$	887 \$	906 \$	926 \$	947 \$	968 \$	989 \$	1,011 \$	1,034 \$	22,877
OTTAWA ISD		6.0962 ş	3,480 \$	3,563 \$	3,647 \$	3,734 \$	3,822 \$	3,911 \$	4,003 \$	4,096 \$	4,192 \$	4,289 \$	4,388 \$	4,489 \$	4,592 \$	4,697 \$	4,804 \$	4,914 \$	5,025 \$	5,139 \$	5,255 \$	5,374 \$	5,494 \$	5,618 \$	5,743 \$	5,872 \$	6,002 \$	6,136 \$	6,272 \$	6,410 \$	6,552 \$	6,696 \$	148,210
COUNTY OPER		3.9000 ş	2,226 \$	2,279 \$	2,333 \$	2,389 \$	2,445 \$	2,502 \$	2,561 \$	2,621 \$	2,682 \$	2,744 \$	2,807 \$	2,872 \$	2,938 \$	3,005 \$	3,074 \$	3,144 \$	3,215 \$	3,288 \$	3,362 \$	3,438 \$	3,515 \$	3,594 \$	3,674 \$	3,756 \$	3,840 \$	3,925 \$	4,012 \$	4,101 \$	4,192 \$	4,284 \$	94,816
	Local T	otal 23.4992 \$	13,415 \$	13,734 \$	14,060 \$	14,393 \$	14,732 \$	15,078 \$	15,431 \$	15,790 \$	16,158 \$	16,532 \$	16,914 \$	17,304 \$	17,701 \$	18,106 \$	18,520 \$	18,941 \$	19,371 \$	19,810 \$	20,258 \$	20,714 \$	21,180 \$	21,655 \$	22,139 \$	22,633 \$	23,137 \$	23,651 \$	24,175 \$	24,710 \$	25,256 \$	25,812 \$	571,308
Non-Capturable Millages		Millage Rate																															
GHC INFRA DEBT08		1.0000 s	571 \$	584 \$	598 \$	612 \$	627 \$	642 \$	657 \$	672 \$	688 \$	704 \$	720 \$	736 \$	753 \$	771 \$	788 \$	806 \$	824 \$	843 \$	862 \$	881 \$	901 \$	922 \$	942 \$	963 \$	985 \$	1,006 \$	1,029 \$	1,052 \$	1,075 \$	1,098 \$	24,312
GHC INFRA DEBT15		0.9000 s	514 \$	526 \$	538 \$	551 \$	564 \$	577 \$	591 \$	605 \$	619 \$	633 \$	648 \$	663 \$	678 \$	693 \$	709 \$	725 \$	742 \$	759 \$	776 \$	793 \$	811 \$	829 \$	848 \$	867 \$	886 \$	906 \$	926 \$	946 \$	967 \$	989 \$	21,881
GH SCH DEBT		0.3300 s	188 Š	193 Š	197 S	202 S	207 S	212 Š	217 Ś	222 \$	227 S	232 S	238 S	243 S	249 S	254 S	260 S	266 S	272 S	278 Ś	284 Š	291 \$	297 S	304 S	311 \$	318 \$	325 S	332 Ś	339 S	347 S	355 S	362	
	Non-Capturable T	otal 2.2300 \$	1,085 \$	1,110 \$	1,137 \$	1,164 \$	1,191 \$	1,219 \$	1,248 \$	1,277 \$	1,306 \$	1,337 \$	1,368 \$	1,399 \$	1,431 \$	1,464 \$	1,497 \$	1,531 \$	1,566 \$	1,602 \$	1,638 \$	1,675 \$	1,712 \$	1,751 \$	1,790 \$	1,830 \$	1,871 \$	1,912 \$	1,955 \$	1,998 \$	2,042 \$	2,087 \$	46,192
	Total Tax Increment Revenue	(TIR) Available for Capture \$	27,115 \$	27,761 \$	28,420 \$	29,092 \$	29,777 \$	30,477 \$	31,190 \$	31,917 \$	32,659 \$	33,416 \$	34,188 \$	34,976 \$	35,779 \$	36,598 \$	37,434 \$	38,286 \$	39,156 \$	40,042 \$	40,947 \$	41,870 \$	42,811 \$	43,771 \$	44,750 \$	45,748 \$	46,767 \$	47,806 \$	48,866 \$	49,947 \$	51,050 \$	52,174 \$	1,154,791

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan Kooiman, Grand Haven, MI

Developer Maximum Reimbursement	Proportionality	Sci	hool & Local Taxes	Local	Only Taxes	Total
State	50.5%	\$	268,931	\$	-	\$ 268,931
Local	49.5%	\$	263,319	\$		\$ 263,319
TOTAL						
EGLE	62.6%	\$	333,300	\$	-	\$ 333,300
MEDC	37.4%	\$	198,950	\$	-	\$ 198,950

Estimated Total 23 years (including 5 Years of Plan: years of LBRF)

Administrative Fees	\$ 40,193
State Brownfield Redevelopment Fund	\$ 51,312
Local Brownfield Revolving Fund	\$ 188,677

	M	1SHDA	0.0% \$	- \$	- \$	-																				
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
			2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	TOTAL
Total State Incremental Revenue		\$	13,700 \$	14,027 \$	14,360 \$	14,699 \$	15,046 \$	15,399 \$	15,759 \$	16,127 \$	16,502 \$	16,884 \$	17,274 \$	17,672 \$	18,078 \$	18,492 \$	18,914 \$	19,345 \$	19,784 \$	20,232 \$	20,689 \$	21,156 \$	21,631 \$	22,116 \$	22,611	\$ 410,499
State Brownfield Redevelopment Fund (50% of	SET)	\$	1,713 \$	1,753 \$	1,795 \$	1,837 \$	1,881 \$	1,925 \$	1,970 \$	2,016 \$	2,063 \$	2,111 \$	2,159 \$	2,209 \$	2,260 \$	2,312 \$	2,364 \$	2,418 \$	2,473 \$	2,529 \$	2,586 \$	2,644 \$	2,704 \$	2,765 \$	2,826	\$ 51,312
State TIR Available for Reimbursement		\$	11,988 \$	12,273 \$	12,565 \$	12,862 \$	13,165 \$	13,474 \$	13,789 \$	14,111 \$	14,439 \$	14,774 \$	15,115 \$	15,463 \$	15,818 \$	16,181 \$	16,550 \$	16,927 \$	17,311 \$	17,703 \$	18,103 \$	18,511 \$	18,927 \$	19,352 \$	19,784	\$ 359,187
Total Local Incremental Revenue		\$	13,415 \$	13,734 \$	14,060 \$	14,393 \$	14,732 \$	15,078 \$	15,431 \$	15,790 \$	16,158 \$	16,532 \$	16,914 \$	17,304 \$	17,701 \$	18,106 \$	18,520 \$	18,941 \$	19,371 \$	19,810 \$	20,258 \$	20,714 \$	21,180 \$	21,655 \$	22,139	\$ 401,933
BRA Administrative Fee (10%)		\$	1,341 \$	1,373 \$	1,406 \$	1,439 \$	1,473 \$	1,508 \$	1,543 \$	1,579 \$	1,616 \$	1,653 \$	1,691 \$	1,730 \$	1,770 \$	1,811 \$	1,852 \$	1,894 \$	1,937 \$	1,981 \$	2,026 \$	2,071 \$	2,118 \$	2,165 \$	2,214	\$ 40,193
Local TIR Available for Reimbursement		\$	12,073 \$	12,361 \$	12,654 \$	12,953 \$	13,259 \$	13,570 \$	13,887 \$	14,211 \$	14,542 \$	14,879 \$	15,223 \$	15,573 \$	15,931 \$	16,296 \$	16,668 \$	17,047 \$	17,434 \$	17,829 \$	18,232 \$	18,643 \$	19,062 \$	19,489 \$	19,925	\$361,740
Total State & Local TIR Available		\$	24,061 \$	24,634 \$	25,219 \$	25,815 \$	26,424 \$	27,044 \$	27,677 \$	28,322 \$	28,981 \$	29,653 \$	30,338 \$	31,036 \$	31,749 \$	32,476 \$	33,218 \$	33,974 \$	34,746 \$	35,532 \$	36,335 \$	37,154 \$	37,989 \$	38,841 \$	39,710	\$ 720,927
DEVELOPER		ginning alance																								
Reimbursement Balance	¢	532.250 S	508.189 \$	483.555 S	458.336 \$	432,521 \$	406,097 \$	379.053 \$	351,376 \$	323,054 \$	294,073 \$	264,420 \$	234,083 \$	203,046 \$	171.297 \$	138,821 \$	105,603 \$	71,629 \$	36.884 S	1.351 \$	0 \$	0 \$	0 \$	0 \$	0	ė .
EGLE Environmental Costs State Tax Reimbursement	\$	333,300 \$ 168,407	333,300 \$ \$7,507	318,233 \$ \$7,686	302,807 \$ \$7,868	287,014 \$ \$8,054	270,849 \$ \$8,244	254,302 \$ \$8,438	237,367 \$ \$8,635	220,035 \$ \$8,836	202,299 \$ \$9,042	184,151 \$ \$9,251	165,583 \$ \$9,465	146,585 \$ \$9,683	127,150 \$ \$9,906	107,268 \$ \$10,132	86,931 \$ \$10,364	66,130 \$ \$10,600	44,855 \$ \$10,840	23,097 \$ \$11,086	<i>846</i> \$846					\$ 166,484
Local Tax Reimbursement	\$	164,893	\$7,560	\$7,740	\$7,924	\$8,111	\$8,303	\$8,498	\$8,696	\$8,899	\$9,106	\$9,317	\$9,532	\$9,752	\$9,976	\$10,204	\$10,437	\$10,675	\$10,918	\$11,165						\$ 166,816
Total EGLE Reimbursement Balance		\$	318,233 \$	302,807 \$	287,014 \$	270,849 \$	254,302 \$	237,367 \$	220,035 \$	202,299 \$	184,151 \$	165,583 \$	146,585 \$	127,150 \$	107,268 \$	86,931 \$	66,130 \$	44,855 \$	23,097 \$	846 \$	-					\$ 333,300
MEDC Non-Environmental Costs	\$	198,950 \$	198,950 \$	189,956 \$	180,748 \$	171,322 \$	161,672 \$	151,795 \$	141,687 \$	131,341 \$	120,754 \$	109,922 \$	98,838 \$	87,498 \$	75,897 \$	64,029 \$	51,890 \$	39,474 \$	26,774 \$	13,787 \$	505					\$ -
State Tax Reimbursement	\$	100,524	\$4,481	\$4,588	\$4,697	\$4,808	\$4,921	\$5,036	\$5,154	\$5,275	\$5,397	\$5,522	\$5,650	\$5,780	\$5,913	\$6,048	\$6,186	\$6,327	\$6,471	\$6,617						\$ 98,871
Local Tax Reimbursement	\$	98,426	\$4,513	\$4,620	\$4,730	\$4,842	\$4,956	\$5,072	\$5,191	\$5,312	\$5,436	\$5,562	\$5,690	\$5,821	\$5,955	\$6,091	\$6,230	\$6,372	\$6,517	\$6,664	\$505					\$ 100,079
Total MEDC Reimbursement Balance		\$	189,956 \$	180,748 \$	171,322 \$	161,672 \$	151,795 \$	141,687 \$	131,341 \$	120,754 \$	109,922 \$	98,838 \$	87,498 \$	75,897 \$	64,029 \$	51,890 \$	39,474 \$	26,774 \$	13,787 \$	505 \$	-					\$ 198,950
Total Annual Developer Reimbursement		\$	24,061 \$	24,634 \$	25,219 \$	25,815 \$	26,424 \$	27,044 \$	27,677 \$	28,322 \$	28,981 \$	29,653 \$	30,338 \$	31,036 \$	31,749 \$	32,476 \$	33,218 \$	33,974 \$	34,746 \$	35,532 \$	1,351 \$	- \$	- \$	- \$	- ;	\$ 532,250
LOCAL BROWNFIELD REVOLVING FUND)																									
LBRF Deposits *		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- :	\$ 188,677
State Tax Capture		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	17,257 \$	18,511 \$	18,927 \$	19,352 \$	19,784	\$ 93,831
Local Tax Capture		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	17,727 \$	18,643 \$	19,062 \$	19,489 \$	19,925	\$ 94,845
Total LBRF Capture		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- ;	j -

^{*} Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Appendix 1

CITY OF GRAND HAVEN 519 WASHINGTON AVENUE GRAND HAVEN, MICHIGAN

NOTICE OF PUBLIC HEARING TO ADOPT A BROWNFIELD PLAN

PUBLIC HEARING ON THE ADOPTION OF A BROWNFIELD PLAN OF THE CITY OF GRAND HAVEN BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE 815 VERHOEKS STREET, LLC LOCATED AT 1500 KOOIMAN STREET

PLEASE TAKE NOTICE THAT a Public Hearing shall be held before the City of Grand Haven City Council on Monday, January 6, 2025, at 7:30 pm in the Grand Haven Council Chambers at 519 Washington Avenue, Grand Haven, MI 49417, on the adoption of a Brownfield Plan for the 815 Verhoeks Street, LLC project, in accordance with the Brownfield Redevelopment Finance Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended.

The description of the proposed brownfield property is:

Land situated in the City of Grand Haven, County of Ottawa, State of Michigan, described as follows:

1500 Kooiman Street	70-03-28-301-019
Address	Tax ID

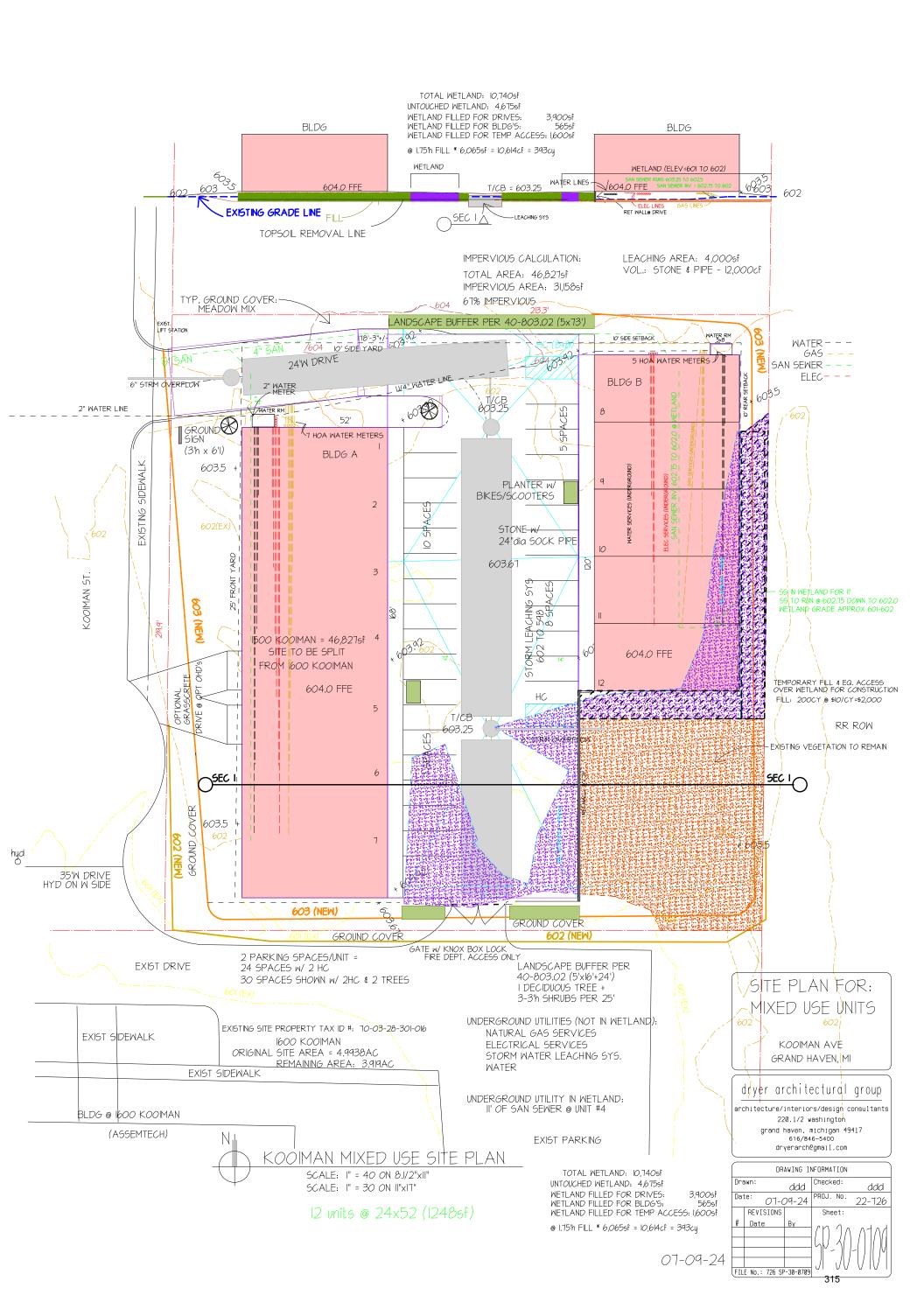
The proposed Brownfield Plan would allow the developer and Brownfield Redevelopment Authority to be reimbursed for eligible costs incurred to prepare the brownfield property for redevelopment. Eligible costs may include environmental and/or site preparation costs. The Brownfield Plan must first be approved by the Grand Haven City Council.

This description of the property along with any maps and a description of the Brownfield Plan are available for public inspection at Grand Haven City Hall, 519 Washington Avenue, Grand Haven, MI 49417.

All aspects of the Brownfield Plan are open for discussion at the public hearing.

Maria Boersma City Clerk

Appendix 2



Appendix 3

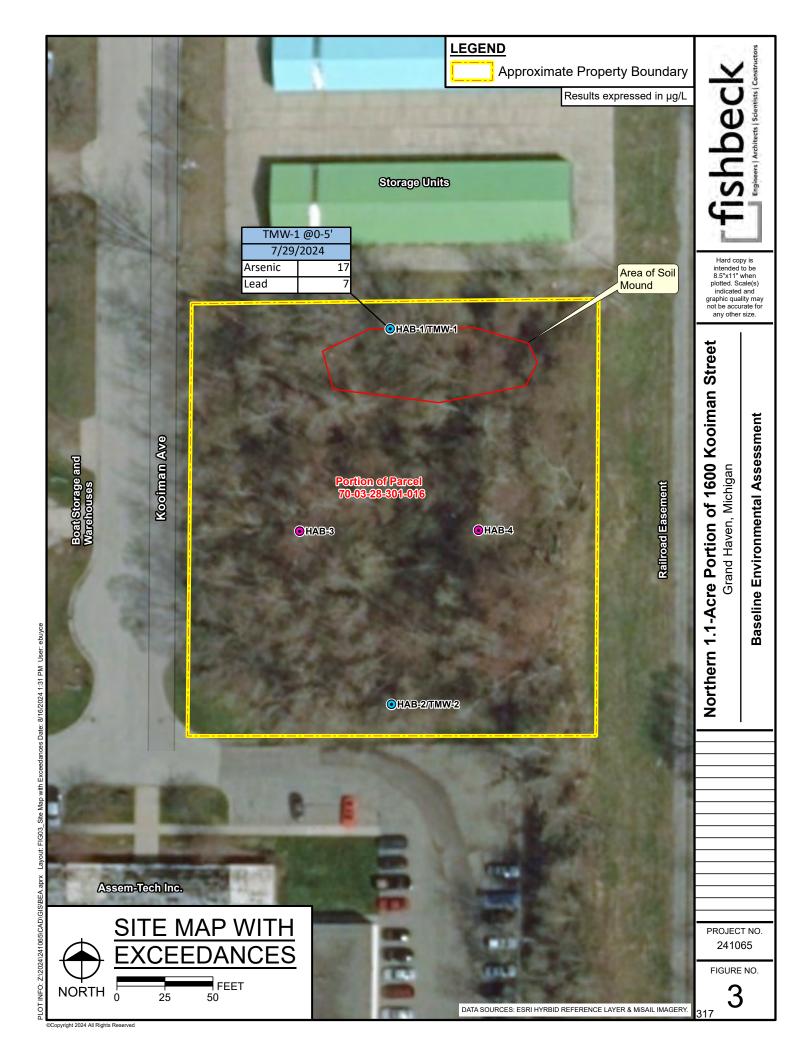


Table 1 - Soil Data Summary 1500 Kooiman Street (Parcel 70-03-28-301-019), Grand Haven, Michigan

July 2024																			
Sample Location:		Chartourida			Soil Volatilization		Finite VICIC	Finite VSIC	Dantiaulata				HAB-1	HAB-1	HAB-2	HAB-2	HAB-3	HAB-4	M-1-SB
Depth Interval (ft):		Statewide Default	Drinking Water	GSIP	to Indoor Air	Infinite	finite VSIC for 5 Meter	Finite VSIC for 2 Meter	Particulate Soil	Direct	Soil Saturation	Soil	@0-1	@1.5-2.5	@0-1	@1.5-2.5	@0-1	@0-1	@0-1
Investigative/Field Duplicate/QC:		Background	Protection	Criteria ⁽¹⁾	Inhalation	Source	Source	Source	Inhalation	Contact	Concentration	VIAP SL ⁽²⁾	Investigative	Investigative	Investigative	Investigative	Investigative	Investigative	Dup of HAB-4
Laboratory ID:		Levels (1)	Criteria ⁽¹⁾	Criteria	Criteria (1)	VSIC (1)	Thickness (1)	Thickness (1)	Criteria (1)	Criteria ⁽¹⁾	SL ⁽¹⁾	VIAP SL · ·	S64669.01	S64669.02	S64669.03	S64669.04	S64669.05	S64669.06	S64669.07
Collection Date:		Leveis			Criteria		Inickness	Inickness	Criteria				07/29/24	07/29/24	07/29/24	07/29/24	07/29/24	07/29/24	07/29/24
Volatile Organic Compounds (VOC)	CAS Number																		
1,1,1,2-Tetrachloroethane	630-20-6	NA	1,500	ID	6,200	36,000	54,000	1.00E+05	4.20E+08	4.80E+05 (C)	4.40E+05	3.2 (M*)						100 U	100 U
1,1,1-Trichloroethane	71-55-6	NA	4,000	1,800	2.50E+05	3.80E+06	1.20E+07	2.80E+07	6.70E+10	5.00E+08 (C)	4.60E+05	450 (EE)						70 U	70 U
1,1,2,2-Tetrachloroethane	79-34-5	NA	170	1,600 (X)	4,300	10,000	10,000	14,000	5.40E+07	53,000	8.70E+05	2.7 (M*)						70 U	70 U
1,1,2-Trichloroethane	79-00-5	NA	100	6,600 (X)	4,600	17,000	21,000	44,000	1.90E+08	1.80E+05	9.20E+05	0.37 (M*)						70 U	70 U
1,1-Dichloroethane	75-34-3	NA	18,000	15,000	2.30E+05	2.10E+06	5.90E+06	1.40E+07	3.30E+10	2.70E+07 (C)	8.90E+05	2.6 (M*)						70 U	70 U
1,1-Dichloroethene	75-35-4	NA	140	2,600	62	1,100	5,300	13,000	6.20E+07	2.00E+05	5.70E+05	12 (M*)						70 U	70 U
1,2,3-Trichlorobenzene	87-61-6											830						440 U	440 U
1,2,3-Trichloropropane	96-18-4	NA	840	NA	4,000	9,200	9,200	11,000	2.00E+07	1.30E+06 (C)	8.30E+05	2.6 (M*)						100 U	100 U
1,2,3-Trimethylbenzene	526-73-8											270 (JT)						70 U	70 U
1,2,4-Trichlorobenzene	120-82-1	NA	4,200	5,900 (X)	9.60E+06 (C)	2.80E+07	2.80E+07	2.80E+07	2.50E+10	9.90E+05 (DD)	1.10E+06	53 (M*)						440 U	440 U
1,2,4-Trimethylbenzene	95-63-6	NA	2,100	570	4.30E+06 (C)	2.10E+07	5.00E+08	5.00E+08	8.20E+10	3.20E+07 (C)	1.10E+05	150 (JT)						70 U	70 U
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	NA NA	10 (M); 4.0	1D	220	260	260 1,700	260	5.60E+05 1.40E+07	4,400 (C)	1,200	DATA						300 U 30 U	300 U
1,2-Dibromoethane (EDB) 1,2-Dichlorobenzene	106-93-4 95-50-1	NA NA	20 (M); 1.0 14,000	110 (X) 280	670 1.10E+07 (C)	1,700 3.90E+07	3.90E+07	3,300 5.20E+07	1.40E+07 1.00E+11	92 1.90E+07 (C)	8.90E+05 2.10E+05	0.074 (M*) 1,500						100 U	30 U 100 U
1,2-Dichloroethane	107-06-2	NA NA	100	7,200 (X)	2,100	6,200	11,000	26,000	1.00E+11 1.20E+08	91,000	1.20E+05	0.82 (M*)						70 U	70 U
1,2-Dichloropropane	78-87-5	NA NA	100	4,600 (X)	4,000	25,000	50,000	1.10E+05	2.70E+08	1.40E+05	5.50E+05	2.1 (M*)						70 U	70 U
1,3,5-Trimethylbenzene	108-67-8	NA NA	1,800	1,100	2.60E+06 (C)	1.60E+07	3.80E+08	3.80E+08	8.20E+10	3.20E+07 (C)	94,000	100 (JT)				-		70 U	70 U
1,3-Dichlorobenzene	541-73-1	NA NA	170	680	26,000	79,000	79,000	1.10E+05	2.00E+08	2.00E+05 (C)	1.70E+05	100 (J1) 10 (M*)						100 U	100 U
1,3-Dichloropropene, cis-	10061-01-5				20,000	79,000	75,000	1.102+03	2.002+08	2.00E+03 (C)	1.702+03	10 (IVI)						70 U	70 U
1,3-Dichloropropene, trans-	10061-01-3																	70 U	70 U
1,3-Dichloropropene (Total)	542-75-6	NA	170	180 (X)	1,000	18,000	68,000	1.60E+05	7.80E+08	10,000	6.20E+05	3.1 (J,M*)						140 U	140 U
1,4-Dichlorobenzene	106-46-7	NA NA	1,700	360	19,000	77,000	77,000	1.10E+05	4.50E+08	4.00E+05	NA NA	23 (M*)						100 U	100 U
2-Butanone (MEK)	78-93-3	NA	2.60E+05	44,000	5.40E+07 (C)	2.90E+07	2.90E+07	3.50E+07	6.70E+10	1.20E+08 (C,DD)	2.70E+07	31,000 (DD*)						1,000 U	1,000 U
2-Hexanone	591-78-6	NA	20,000	ID	9.90E+05	1.10E+06	1.10E+06	1.40E+06	2.70E+09	3.20E+07 (C)	2.50E+06	210 (M*)						3,000 U	3,000 U
2-Methylnaphthalene ⁽³⁾	91-57-6	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA	1,700						100 U	100 U
4-Isopropyltoluene	99-87-6																	100 U	100 U
4-Methyl-2-pentanone (MIBK)	108-10-1	NA	36,000	ID	3.70E+07 (C)	4.50E+07	4.50E+07	6.70E+07	1.40E+11	5.60E+07 (C)	2.70E+06	3,300 (EE)						3,000 U	3,000 U
Acetone	67-64-1	NA	15,000	34,000	2.90E+08 (C)	1.30E+08	1.30E+08	1.90E+08	3.90E+11	2.30E+07	1.10E+08	2.60E+05 (EE*)						1,000 U	1,000 U
Acrylonitrile	107-13-1	NA	100 (M); 52	100 (M); 40	6,600	5,000	5,100	10,000	4.60E+07	16,000	8.30E+06	1.2 (M*)						100 U	100 U
Benzene	71-43-2	NA	100	4,000 (X)	1,600	13,000	34,000	79,000	3.80E+08	1.80E+05	4.00E+05	1.7 (M*)						70 U	70 U
Bromobenzene	108-86-1	NA	550	NA	3.10E+05	4.50E+05	4.50E+05	4.50E+05	5.30E+08	5.40E+05	7.60E+05	160						100 U	100 U
Bromochloromethane	74-97-5																	100 U	100 U
Bromodichloromethane	75-27-4	NA	1,600 (W)	ID	1,200	9,100	9,700	19,000	8.40E+07	1.10E+05	1.50E+06	0.61 (M*)						100 U	100 U
Bromoform	75-25-2	NA	1,600 (W)	ID	1.50E+05	9.00E+05	9.00E+05	9.00E+05	2.80E+09	8.20E+05	8.70E+05	45 (M*)						100 U	100 U
Bromomethane	74-83-9	NA	200	100	860	11,000	57,000	1.40E+05	3.30E+08	3.20E+05	2.20E+06	0.90 (M*)						300 U	300 U
Carbon disulfide	75-15-0	NA	16,000	ID	76,000	1.30E+06	7.90E+06	1.90E+07	4.70E+10	7.20E+06 (C,DD)	2.80E+05	52 (M*)						300 U	300 U
Carbon tetrachloride	56-23-5	NA	100	760 (X)	190	3,500	12,000	28,000	1.30E+08	96,000	3.90E+05	0.31 (M*)						70 U	70 U
Chlorobenzene	108-90-7	NA	2,000	500	1.20E+05	7.70E+05	9.90E+05	2.10E+06	4.70E+09	4.30E+06 (C)	2.60E+05	82						70 U	70 U
Chloroethane	75-00-3	NA	8,600	22,000 (X)	2.90E+06 (C)	3.00E+07	1.20E+08	2.80E+08	6.70E+11	2.60E+06 (C)	9.50E+05	330						300 U	300 U
Chloroform	67-66-3	NA	1,600 (W)	7,000	7,200	45,000	1.20E+05	2.70E+05	1.30E+09	1.20E+06	1.50E+06	0.26 (M*)						70 U	70 U
Chloromethane	74-87-3	NA	5,200	ID	2,300	40,000	4.10E+05	1.00E+06	4.90E+09	1.60E+06 (C)	1.10E+06	6.9 (M*)						300 U	300 U
cis-1,2-Dichloroethene	156-59-2	NA	1,400	12,000	22,000	1.80E+05	4.20E+05	9.90E+05	2.30E+09	2.50E+06 (C)	6.40E+05	2.1 (M*)						70 U	70 U
Dibromochloromethane	124-48-1	NA	1,600 (W)	ID	3,900	24,000	24,000	33,000	1.30E+08	1.10E+05	6.10E+05	0.40 (M*,MM)						100 U	100 U
Dibromomethane	74-95-3	NA NA	1,600	NA ID	ID 0.005+05	ID	ID .	1 105 : 00	1D	2.50E+06 (C)	2.00E+06	3.5 (M*)						300 U	300 U
Dichlorodifluoromethane	75-71-8	NA NA	95,000	ID ID	9.00E+05	5.30E+07	5.50E+08	1.40E+09	3.30E+12	5.20E+07 (C)	1.00E+06	12 (M*)						300 U	300 U
Diethyl ether Ethylbenzene	60-29-7 100-41-4	NA NA	200 1,500	1D 360	2.80E+07 (C) 87,000	8.50E+07 7.20E+05	1.50E+08 1.00E+06	3.40E+08 2.20E+06	8.00E+11 1.00E+10	1.10E+08 (C) 2.20E+07 (C)	7.40E+06 1.40E+05	350 12 (M*)						300 U 70 U	300 U 70 U
Hexachloroethane	67-72-1	NA NA	430	1,800 (X)	40,000	5.50E+05	9.30E+05	9.30E+05	2.30E+08	2.20E+07 (C) 2.30E+05	1.40E+05 NA	3.2 (M*)						400 U	400 U
Iodomethane	74-88-4	1VM	430	1,500 (٨)	40,000	J.JUETUJ	J.30E703	J.30E+03	2.30E+06	2.302703	7074	J.2 (IVI)						100 U	100 U
Isopropyl benzene (Cumene)	98-82-8	NA	91.000	3,200	4.00E+05 (C)	1.70E+06	1.70E+06	2.80E+06	5.80E+09	2.50E+07 (C)	3.90E+05	3.8 (M*)				-		300 U	300 U
Methyl-tert-butyl ether (MTBE)	1634-04-4	NA NA	800	1.40E+05 (X)	9.90E+06 (C)	2.50E+07	3.90E+07	8.70E+07	2.00E+11	1.50E+06	5.90E+06	74 (M*)						300 U	300 U
Methylene chloride	75-09-2	NA NA	100	30,000 (X)	45,000	2.30E+07 2.10E+05	5.90E+05	1.40E+06	6.60E+09	1.30E+06	2.30E+06	130						100 U	100 U
n-Butylbenzene	104-51-8	NA NA	1,600	ID	1D	ID	ID	ID ID	2.00E+09	2.50E+06	1.00E+07	550						70 U	70 U
n-Propylbenzene	103-65-1	NA NA	1,600	ID	ID	ID	ID	ID	1.30E+09	2.50E+06	1.00E+07	1,800 (DD*)						70 U	70 U
Naphthalene ⁽³⁾	91-20-3	NA NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA NA	67 (M*)						300 U	300 U
sec-Butylbenzene	135-98-8	NA NA	1,600	ID ID	ID	ID	ID	ID	4.00E+08	2.50E+06	1.00E+07	3,800						70 U	70 U
Styrene	100-42-5	NA	2,700	2,100 (X)	2.50E+05	9.70E+05	9.70E+05	1.40E+06	5.50E+09	4.00E+05	5.20E+05	150						70 U	70 U
t-Butylbenzene	98-06-6	NA	1,600	ID	ID	ID	ID	ID	6.70E+08	2.50E+06	1.00E+07	0.64 (M*)						70 U	70 U
Tetrachloroethene (PCE)	127-18-4	NA	100	1,200 (X)	11,000	1.70E+05	4.80E+05	1.10E+06	2.70E+09	2.00E+05 (C)	88,000	6.2 (M*,EE)						70 U	70 U
Tetrahydrofuran	109-99-9	NA	1,900	2.20E+05 (X)	1.30E+06	1.30E+07	6.70E+07	1.60E+08	3.90E+11	2.90E+06	1.20E+08	13,000						1,000 U	1,000 U
Toluene	108-88-3	NA	16,000	5,400	3.30E+05 (C)	2.80E+06	5.10E+06	1.20E+07	2.70E+10	5.00E+07 (C)	2.50E+05	3,700						70 U	70 U
trans-1,2-Dichloroethene	156-60-5	NA	2,000	30,000 (X)	23,000	2.80E+05	8.30E+05	2.00E+06	4.70E+09	3.80E+06 (C)	1.40E+06	12 (M*)						70 U	70 U
trans-1,4-Dichloro-2-butene	110-57-6																	70 U	70 U
Trichloroethene (TCE)	79-01-6	NA	100	4,000 (X)	1,000	11,000	25,000	57,000	1.30E+08	1.10E+05 (DD)	5.00E+05	0.33 (M*,DD*)						70 U	70 U
Trichlorofluoromethane	75-69-4	NA	52,000	NA	2.80E+06 (C)	9.20E+07	6.30E+08	1.50E+09	3.80E+12	7.90E+07 (C)	5.60E+05	19 (M*)						100 U	100 U
Vinyl chloride	75-01-4	NA	40	260 (X)	270	4,200	30,000	73,000	3.50E+08	3,800	4.90E+05	0.082 (M*,MM)						70 U	70 U
Xylenes, meta- & para-	179601-23-1																	100 U	100 U
																		70 U	70 U
Xylene, ortho-	95-47-6																	70 0	70 0

8/**318**/2024

Table 1 - Soil Data Summary

1500 Kooiman Street (Parcel 70-03-28-301-019), Grand Haven, Michigan

Sample Location: Depth Interval (ft): Investigative/Field Duplicate/QC: Laboratory ID: Collection Date:		Statewide Default Background Levels ⁽¹⁾	Drinking Water Protection Criteria ⁽¹⁾	GSIP Criteria ⁽¹⁾	Soil Volatilization to Indoor Air Inhalation Criteria ⁽¹⁾	Infinite Source VSIC ⁽¹⁾	Finite VSIC for 5 Meter Source Thickness ⁽¹⁾	Finite VSIC for 2 Meter Source Thickness ⁽¹⁾	Particulate Soil Inhalation Criteria ⁽¹⁾	Direct Contact Criteria ⁽¹⁾	Soil Saturation Concentration SL ⁽¹⁾	Soil VIAP SL ⁽²⁾	HAB-1 @0-1 Investigative S64669.01 07/29/24	HAB-1 @1.5-2.5 Investigative \$64669.02 07/29/24	HAB-2 @0-1 Investigative \$64669.03 07/29/24	HAB-2 @1.5-2.5 Investigative \$64669.04 07/29/24	HAB-3 @0-1 Investigative \$64669.05 07/29/24	HAB-4 @0-1 Investigative \$64669.06 07/29/24	M-1-SB @0-1 Dup of HAB-4 S64669.07 07/29/24
Polynuclear Aromatic Compounds (PNA)	CAS Number																		
1-Methylnaphthalene	90-12-0																	330 U	330 U
2-Methylnaphthalene (3)	91-57-6	NA	57,000	4,200	2.70E+06	1.50E+06	1.50E+06	1.50E+06	6.70E+08	8.10E+06	NA	1,700						330 U	330 U
Acenaphthene	83-32-9	NA	3.00E+05	8,700	1.90E+08	8.10E+07	8.10E+07	8.10E+07	1.40E+10	4.10E+07	NA	2.00E+05						330 U	330 U
Acenaphthylene	208-96-8	NA	5,900	ID	1.60E+06	2.20E+06	2.20E+06	2.20E+06	2.30E+09	1.60E+06	NA	DATA						330 U	330 U
Anthracene	120-12-7	NA	41,000	ID	1.00E+09	1.40E+09	1.40E+09	1.40E+09	6.70E+10	2.30E+08	NA	1.30E+07						330 U	330 U
Benzo(a)anthracene	56-55-3	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	1.60E+05 (MM)						330 U	330 U
Benzo(a)pyrene	50-32-8	NA	NLL	NLL	NLV	NLV	NLV	NLV	1.50E+06	2,000	NA	NA						330 U	330 U
Benzo(b)fluoranthene	205-99-2	NA	NLL	NLL	ID	ID	ID	ID	ID	20,000	NA	NA						330 U	330 U
Benzo(g,h,i)perylene	191-24-2	NA	NLL	NLL	NLV	NLV	NLV	NLV	8.00E+08	2.50E+06	NA	NA						330 U	330 U
Benzo(k)fluoranthene	207-08-9	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2.00E+05	NA	NA						330 U	330 U
Chrysene	218-01-9	NA	NLL	NLL	ID	ID	ID	ID	ID	2.00E+06	NA	NA						330 U	330 U
Dibenzo(a,h)anthracene	53-70-3	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	2,000	NA	NA						330 U	330 U
Fluoranthene	206-44-0	NA	7.30E+05	5,500	1.00E+09	7.40E+08	7.40E+08	7.40E+08	9.30E+09	4.60E+07	NA	NA						330 U	330 U
Fluorene	86-73-7	NA	3.90E+05	5,300	5.80E+08	1.30E+08	1.30E+08	1.30E+08	9.30E+09	2.70E+07	NA	4.70E+05						330 U	330 U
Indeno(1,2,3-cd)pyrene	193-39-5	NA	NLL	NLL	NLV	NLV	NLV	NLV	ID	20,000	NA	NA						330 U	330 U
Naphthalene (3)	91-20-3	NA	35,000	730	2.50E+05	3.00E+05	3.00E+05	3.00E+05	2.00E+08	1.60E+07	NA	67 (M*)						330 U	330 U
Phenanthrene	85-01-8	NA	56,000	2,100	2.80E+06	1.60E+05	1.60E+05	1.60E+05	6.70E+06	1.60E+06	NA	1,700						330 U	330 U
Pyrene	129-00-0	NA	4.80E+05	ID	1.00E+09 (D)	6.50E+08	6.50E+08	6.50E+08	6.70E+09	2.90E+07	NA	2.50E+07						330 U	330 U
Metals, Total	CAS Number																		
Arsenic	7440-38-2	5,800	4,600	4,600	NLV	NLV	NLV	NLV	7.20E+05	7,600	NA	NA	760	550	390	300	990	580	1,170
Barium (B)	7440-39-3	75,000	1.30E+06	4.42E+05 (G)	NLV	NLV	NLV	NLV	3.30E+08	3.70E+07	NA	NA	14,400	2,470	5,760	3,300	18,400	11,600	28,400
Cadmium (B)	7440-43-9	1,200	6,000	3,600 (G,X)	NLV	NLV	NLV	NLV	1.70E+06	5.50E+05	NA	NA	240	200 U	200 U	200 U	250	200 U	470
Chromium, Total (B, H)	7440-47-3	18,000 (total)	30,000	3,300	NLV	NLV	NLV	NLV	2.60E+05	2.50E+06	NA	NA	3,670	1,650	1,700	1,620	4,200	2,740	5,560
Copper (B)	7440-50-8	32,000	5.80E+06	74,880 (G)	NLV	NLV	NLV	NLV	1.30E+08	2.00E+07	NA	NA	8,550	1,220	1,940	1,060	11,100	5,940	19,200
Lead (B)	7439-92-1	21,000	7.00E+05	5.98E+06 (G,X)	NLV	NLV	NLV	NLV	1.00E+08	4.00E+05	NA	NA	8,650	950	1,730	1,030	8,720	3,500	17,800
Mercury (Total) (B)	7439-97-6	130	1,700	50 (M); 1.2	48,000	52,000	52,000	52,000	2.00E+07	1.60E+05	NA	22 (M*)	50 U	50 U	50 U	50 U	86	50 U	118
Selenium (B)	7782-49-2	410	4,000	400	NLV	NLV	NLV	NLV	1.30E+08	2.60E+06	NA	NA	400 U	400 U	400 U	400 U	400 U	400 U	530
Silver (B)	7440-22-4	1,000	4,500	100 (M); 27	NLV	NLV	NLV	NLV	6.70E+06	2.50E+06	NA	NA	200 U	200 U	200 U	200 U	200 U	200 U	200 U
Zinc (B)	7440-66-6	47,000	2.40E+06	1.66E+05 (G)	NLV	NLV	NLV	NLV	ID	1.70E+08	NA	NA	29,400	4,170	3,440	3,230	11,500	12,300	37,500
Solids, Total (%)													84	80	77	77	89	86	85

Results expressed in μg/Kg dry weight.

Bolded values indicate analyte detection.

Shaded values exceed Statewide Default Background Level and an applicable criterion or screening level.

Italicized values are below Statewide Default Background Level but exceed an applicable criterion or screening level.

<u>Underlined</u> parameters are classified as Polynuclear Aromatic Compounds.

Data Qualifiers:

U Not detected

(1) Part 201 Residential Soil Generic Cleanup Criteria and Screening Levels/Part 213 Risk-based Screening Levels, October 12, 2023.

(2) Volatilization to Indoor Air Pathway Screening Levels; EGLE Guidance for the Vapor Intrusion Pathway, February, 2024.

(3) Method 8260 is used for quantitation of volatile organics with boiling points below 200 °C. With boiling points >200 °C, 2-methylnaphthalene and naphthalene are better suited to analysis by Method 8270.

- (B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
- (C) Value is screening level based on the chemical-specific generic soil saturation concentration (Csat). (D) Calculated criterion exceeds 100 percent; hence it is reduced to 100 percent or 1.00E+09 parts per billion (ppb).
- (G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
- (H) Data provided for total chromium only; evaluated against hexavalent chromium criteria.
- Hazardous substance may be present in several isomer forms. Isomer-specific concentrations must be added together for comparison to criteria.
- (JT) Hazardous substance may be present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is the sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL may be used for the individual isomer.
- (M) Calculated criterion is below the target detection limit (TDL); first number is the criterion (TDL), the second is the risk-based value.
- (M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
- (W) Concentrations of trihalomethanes must be added together to determine compliance with criterion.
- (X) Criterion is not protective for SW used as a drinking water (DW) source.
- (DD) Hazardous substance causes developmental effects. Residential direct contact criteria are protective of both prenatal and postnatal exposure.
- (DD*) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short-term) or full-term exposure.
- The acceptable air concentration (AAC) for the volatile hazardous substances is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for these hazardous substances is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL) by the EGLE's Air Quality Division.
- (MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
- DATA Insufficient physical chemical parameters to calculate a VIAP SL for specified media. If detections are present in specified media, health-based soil vapor value should be used to evaluate risk.
- GSIP groundwater surface water interface protection ID Insufficient data to develop criterion.
- NA not available
- NLL Not likely to leach under most soil conditions. NLV Not likely to volatilize under most conditions.
- SL screening level
- VIAP volatilization to indoor air pathway
- VSIC volatile soil inhalation criteria

8/319/2024

Table 2 - Groundwater Data Summary

 ${\bf 1500}\,{\rm Kooiman}\,{\rm Street}\,({\rm Parcel}\,70\text{-}03\text{-}28\text{-}301\text{-}019),\,{\rm Grand}\,{\rm Haven},\,{\rm Michigan}$

Ju	ly	2024

Monitoring Location:		Residential	eei	Residential	Water	Flammability	Residential GW-	Residential GW-	TMW-1 @0-5'	TMW-2 @0-5'	M-1-TMW @0-5'
Field Duplicate: Laboratory ID:		DWC (1)	GSI Criteria ⁽¹⁾	Groundwater VIAIC ⁽¹⁾	Solubility (1)	and Explosivity SL ⁽¹⁾	Shallow VIAP SL ⁽²⁾	Not in Contact VIAP SL (2)		\$64669.09	Dup of TMW-2 S64669.10 07/29/24
Collection Date:				7,,,,,,		32	7777 32		07/29/24	07/29/24	
Volatile Organic Compounds (VOC)	CAS Number										
1,1,1,2-Tetrachloroethane	630-20-6	77	ID	15,000	1.10E+06	ID	3.1	89	1.0 U	1.0 U	1.0 U
1,1,1-Trichloroethane	71-55-6	200 (A)	89	6.60E+05	1.33E+06	ID	180 (FF*)	14,000 (EE*)	1.0 U	1.0 U	1.0 U
1,1,2,2-Tetrachloroethane	79-34-5	8.5	78 (X)	12,000	2.97E+06	ID	2.4	71	1.0 U	1.0 U	1.0 U
1,1,2-Trichloroethane	79-00-5	5.0 (A)	330 (X)	17,000	4.42E+06	NA	0.47 (M*)	14	1.0 U	1.0 U	1.0 U
1,1-Dichloroethane	75-34-3	880	740	1.00E+06	5.06E+06	3.80E+05	4.7	130	1.0 U	1.0 U	1.0 U
1,1-Dichloroethene	75-35-4	7.0 (A)	130	200	2.25E+06	97,000	18	330	1.0 U	1.0 U	1.0 U
1,2,3-Trichlorobenzene	87-61-6						58	1,700	5.0 U	5.0 U	5.0 U
1,2,3-Trichloropropane	96-18-4	42	NA	8,300	1.90E+06	NA	1.9	57	1.0 U	1.0 U	1.0 U
1,2,3-Trimethylbenzene	526-73-8						43 (JT)	1,200 (JT)	1.0 U	1.0 U	1.0 U
1,2,4-Trichlorobenzene	120-82-1	70 (A)	99 (X)	3.00E+05 (S)	3.00E+05	NA	3.8 (M*)	110	5.0 U	5.0 U	5.0 U
1,2,4-Trimethylbenzene	95-63-6	63/1,000 (E)	17	56,000 (S)	55,890	56,000 (S)	25 (JT)	670 (JT)	1.0 U	1.0 U	1.0 U
1,2-Dibromo-3-chloropropane (DBCP)	96-12-8	0.20 (A)	ID	220	1,230	NA	0.00045 (M*,MM)	0.00045 (M*,CC*,MM)	5.0 U	5.0 U	5.0 U
1,2-Dibromoethane (EDB)	106-93-4	0.050 (A)	5.7 (X)	2,400	4.20E+06	ID	0.13	3.8	1.0 U	1.0 U	1.0 U
1,2-Dichlorobenzene	95-50-1	600 (A)	13	1.60E+05 (S)	1.56E+05	NA	370	11,000	1.0 U	1.0 U	1.0 U
1,2-Dichloroethane	107-06-2	5.0 (A)	360 (X)	9,600	8.52E+06	2.50E+06	1.4	41	1.0 U	1.0 U	1.0 U
1,2-Dichloropropane	78-87-5	5.0 (A)	230 (X)	16,000	2.80E+06	5.50E+05	2.6	74	1.0 U	1.0 U	1.0 U
1,3,5-Trimethylbenzene	108-67-8	72/1,000 (E)	45	61,000 (S)	61,150	ID	18 (JT)	470 (JT)	1.0 U	1.0 U	1.0 U
1,3-Dichlorobenzene	541-73-1	6.6	28	18,000	1.11E+05	ID	2.6	75	1.0 U	1.0 U	1.0 U
1,3-Dichloropropene, cis-	10061-01-5								1.0 U	1.0 U	1.0 U
1,3-Dichloropropene, trans-	10061-02-6								1.0 U	1.0 U	1.0 U
1,3-Dichloropropene (Total) (Calc.)	542-75-6	8.5	9.0 (X)	3,900	2.80E+06	1.30E+05	3.3 (J)	95 (J)	2.0 U	2.0 U	2.0 U
1,4-Dichlorobenzene	106-46-7	75 (A)	17	16,000	73,800	NA	5.9	170	1.0 U	1.0 U	1.0 U
2-Butanone (MEK)	78-93-3	13,000	2,200	2.40E+08 (S)	2.40E+08	ID	2,600 (DD)	4.30E+06 (DD)	25 U	25 U	25 U
2-Hexanone	591-78-6	1,000	ID	4.20E+06	1.60E+07	NA	660	20,000	50 U	50 U	50 U
2-Methylnaphthalene (3)	91-57-6	260	19	25,000 (S)	24,600	ID	66	2,000	5.0 U	5.0 U	5.0 U
4-Isopropyltoluene	99-87-6								5.0 U	5.0 U	5.0 U
4-Methyl-2-pentanone (MIBK)	108-10-1	1,800	ID	2.00E+07 (S)	2.00E+07	ID	200 (FF*)	3.30E+05 (EE*)	50 U	50 U	50 U
Acetone	67-64-1	730	1,700	1.00E+09 (D,S)	1.00E+09	1.50E+07	50,000 (FF*)	4.00E+07 (EE*)	50 U	50 U	50 U
Acrylonitrile	107-13-1	3.0	2.0 (M); 1.2	34,000	7.50E+07	6.40E+06	4.6	140	2.0 U	2.0 U	2.0 U
Benzene	71-43-2	5.0 (A)	200 (X)	5,600	1.75E+06	68,000	1.0	28	1.0 U	1.0 U	1.0 U
Bromobenzene	108-86-1	18	NA	1.80E+05	4.13E+05	ID	62	1,800	1.0 U	1.0 U	1.0 U
Bromochloromethane	74-97-5								1.0 U	1.0 U	1.0 U
Bromodichloromethane	75-27-4	80 (A,W)	ID	4,800	6.74E+06	ID	1.2	34	1.0 U	1.0 U	1.0 U
Bromoform	75-25-2	80 (A,W)	ID	4.70E+05	3.10E+06	ID	89	2,700	1.0 U	1.0 U	1.0 U
Bromomethane	74-83-9	10	5.0 (M); 4.2	4,000	1.45E+07	ID	2.1 (M*)	55	5.0 U	5.0 U	5.0 U
Carbon disulfide	75-15-0	800	ID	2.50E+05	1.19E+06	13,000	92	2,100	5.0 U	5.0 U	5.0 U
Carbon tetrachloride	56-23-5	5.0 (A)	38 (X)	370	7.93E+05	ID	0.41 (M*)	7.7	1.0 U	1.0 U	1.0 U
Chlorobenzene	108-90-7	100 (A)	25	2.10E+05	4.72E+05	1.60E+05	33	940	1.0 U	1.0 U	1.0 U
Chloroethane	75-00-3	430	1,100 (X)	5.70E+06 (S)	5.74E+06	1.10E+05	620	15,000	5.0 U	5.0 U	5.0 U
Chloroform	67-66-3	80 (A,W)	350	28,000	7.92E+06	ID	0.49 (M*)	14	1.0 U	1.0 U	1.0 U
Chloromethane	74-87-3	260	ID	8,600	6.34E+06	36,000	15	380	5.0 U	5.0 U	5.0 U
cis-1,2-Dichloroethene	156-59-2	70 (A)	620	93,000	3.50E+06	5.30E+05	3.4	95	1.0 U	1.0 U	1.0 U

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Table 2 - Groundwater Data Summary

1500 Kooiman Street (Parcel 70-03-28-301-019), Grand Haven, Michigan

July 2024	
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July 2024 Monitoring Location:				Residential		Flammability	Residential GW-		TMW-1 @0-5'	TMW-2 @0-5'	M-1-TMW @0-5'
Field Duplicate:		Residential	GSI	Groundwater	Water	and Explosivity	Shallow	Residential GW-			Dup of TMW-2
Laboratory ID:		DWC ⁽¹⁾	Criteria ⁽¹⁾	VIAIC (1)	Solubility (1)	SL (1)	VIAP SL ⁽²⁾	Not in Contact VIAP SL (2)	S64669.08	S64669.09	S64669.10
Collection Date:				VIAIC		JL JL	VIAP 3L		07/29/24	07/29/24	07/29/24
Dibromochloromethane	124-48-1	80 (A,W)	ID	14,000	2.60E+06	ID	0.78 (M*,MM)	23 (MM)	5.0 U	5.0 U	5.0 U
Dibromomethane	74-95-3	80	NA	ID	1.10E+07	ID	8.8	260	5.0 U	5.0 U	5.0 U
Dichlorodifluoromethane	75-71-8	1,700	ID	2.20E+05	3.00E+05	ID	13	49	5.0 U	5.0 U	5.0 U
Diethyl ether	60-29-7	10/3,700 (E)	ID	6.10E+07 (S)	6.10E+07	6.50E+05	1,200	36,000	10 U	10 U	10 U
Ethylbenzene	100-41-4	74/700 (E)	18	1.10E+05	1.69E+05	43,000	2.8	74	1.0 U	1.0 U	1.0 U
Hexachloroethane	67-72-1	7.3	6.7 (X)	27,000	50,000	ID	1.5 (M*)	43	5.0 U	5.0 U	5.0 U
Iodomethane	74-88-4								1.0 U	1.0 U	1.0 U
Isopropylbenzene (Cumene)	98-82-8	800	28	56,000 (S)	56,000	29,000	0.60 (M*)	15	5.0 U	5.0 U	5.0 U
Methyl tert-butyl ether (MTBE)	1634-04-4	40/240 (E)	7,100 (X)	4.70E+07 (S)	4.68E+07	ID	250	7,400	5.0 U	5.0 U	5.0 U
Methylene chloride	75-09-2	5.0 (A)	1,500 (X)	2.20E+05	1.70E+07	ID	79 (FF*)	8,400	5.0 U	5.0 U	5.0 U
n-Butylbenzene	104-51-8	80	ID	ID	NA	ID	44	1,100	1.0 U	1.0 U	1.0 U
n-Propylbenzene	103-65-1	80	ID	ID	NA	ID	43 (DD)	6,100 (DD)	1.0 U	1.0 U	1.0 U
Naphthalene ⁽³⁾	91-20-3	520	11	31,000 (S)	31,000	NA	4.2 (M*)	130	5.0 U	5.0 U	5.0 U
sec-Butylbenzene	135-98-8	80	ID	ID	NA	ID	270	8,100	1.0 U	1.0 U	1.0 U
Styrene	100-42-5	100 (A)	80 (X)	1.70E+05	3.10E+05	1.40E+05	33	960	1.0 U	1.0 U	1.0 U
t-Butylbenzene	98-06-6	80	ID	ID	NA	ID	0.077 (M*)	1.8	1.0 U	1.0 U	1.0 U
Tetrachloroethene (PCE)	127-18-4	5.0 (A)	60 (X)	25,000	2.00E+05	ID	1.5 (FF*)	130 (EE*)	1.0 U	1.0 U	1.0 U
Tetrahydrofuran	109-99-9	95	11,000 (X)	6.90E+06	1.00E+09	60,000	45,000	1.40E+06	90 U	90 U	90 U
Toluene	108-88-3	790/1,000 (E)	270	5.30E+05 (S)	5.26E+05	61,000	300 (FF*)	41,000	1.0 U	1.0 U	1.0 U
trans-1,2-Dichloroethene	156-60-5	100 (A)	1,500 (X)	85,000	6.30E+06	2.30E+05	16	390	1.0 U	1.0 U	1.0 U
trans-1,4-Dichloro-2-butene	110-57-6								1.0 U	1.0 U	1.0 U
Trichloroethene (TCE)	79-01-6	5.0 (A)	200 (X)	2,200	1.10E+06	ID	0.073 (M*,DD)	10 (DD)	1.0 U	1.0 U	1.0 U
Trichlorofluoromethane (CFC-11)	75-69-4	2,600	NA NA	1.10E+06 (S)	1.10E+06	ID	22	190	1.0 U	1.0 U	1.0 U
Vinyl chloride	75-01-4	2.0 (A)	13 (X)	1,100	2.76E+06	33,000	0.12 (M*,MM)	2.1 (MM)	1.0 U	1.0 U	1.0 U
Xylenes, meta- & para-	179601-23-1								2.0 U	2.0 U	2.0 U
Xylene, ortho-	95-47-6								1.0 U	1.0 U	1.0 U
Xylenes, Total	1330-20-7	280/10,000 (E)	49	1.90E+05 (S)	1.86E+05	70,000	75 (J)	2,000 (J)	3.0 U	3.0 U	3.0 U
Metals, Total	CAS Number	, , ,		, ,							
Arsenic	7440-38-2	10 (A)	10	NLV	NA	ID	NA	NA	17	2.0	3.0
Barium (B)	7440-39-3	2,000 (A)	674 (G)	NLV	NA	ID	NA	NA	22	10	10
Cadmium (B)	7440-43-9	5.0 (A)	3.0 (G,X)	NLV	NA	ID	NA	NA	0.90	0.5 U	0.5 U
Chromium, Total (B,H)	7440-47-3	100 (A)	11	NLV	NA	ID	NA	NA	8.0	5.0 U	5.0 U
Copper (B)	7440-50-8	1,000/1,400 (E)	13 (G)	NLV	NA	ID	NA	NA	21	7.0	7.0
Lead (B)	7439-92-1	4.0 (L)	34 (G,X)	NLV	NA	ID	NA	NA	7.0	4.0	4.0
Mercury (Total) (B)	7439-97-6	2.0 (A)	0.0013	56 (S)	56	ID	0.088	2.5	0.2 U	0.2 U	0.2 U
Selenium (B)	7782-49-2	50 (A)	5.0	NLV	NA	ID	NA	NA	5.0 U	5.0 U	5.0 U
Silver (B)	7440-22-4	34	0.20 (M); 0.060	NLV	NA	ID	NA	NA	0.5 U	0.5 U	0.5 U
Zinc (B)	7440-66-6	2,400	167 (G)	NLV	NA	ID	NA	NA	38	7.0	7.0

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Table 2 - Groundwater Data Summary

1500 Kooiman Street (Parcel 70-03-28-301-019), Grand Haven, Michigan

July 2024

Monitoring Location: Field Duplicate: Laboratory ID: Collection Date:		Residential DWC ⁽¹⁾	GSI Criteria ⁽¹⁾	Residential Groundwater VIAIC ⁽¹⁾	Water Solubility ⁽¹⁾	Flammability and Explosivity SL ⁽¹⁾	Residential GW- Shallow VIAP SL ⁽²⁾	Residential GW- Not in Contact VIAP SL ⁽²⁾	TMW-1 @0-5' \$64669.08 07/29/24	TMW-2 @0-5' \$64669.09 07/29/24	M-1-TMW @0-5' Dup of TMW-2 \$64669.10 07/29/24
Field Parameters	CAS Number										
Dissolved oxygen (DO) (mg/L)		ID	(EE)	ID	NA	NA			0.3	0.6	
ORP (mV)									3.0	6.0	
pH (SU)		6.5 to 8.5 (E)	6.5 to 9.0	ID	NA	NA			5.4	6.0	
Specific conductance (µmhos/cm)									2,400	3,500	
Temperature (°C)									20.4	20.7	
Turbidity (NTU)									240	38	

Results expressed in µg/L

Bolded values indicate analyte detection.

Shaded values exceed an applicable criterion and/or screening level.

Underlined compounds classified as polynuclear aromatic compounds.

Data Qualifiers:

U Not detected above the given limit

Footnotes/Abbreviations:

- ⁽¹⁾ Part 201 Groundwater Generic Cleanup Criteria and Screening Levels, October 12, 2023.
- (2) Volatilization to Indoor Air Pathway Screening Levels; EGLE Guidance for the Vapor Intrusion Pathway, February, 2024.
- (3) Method 8260 is used for quantitation of volatile organics with boiling points below 200 °C. With boiling points >200 °C, 2-methylnaphthalene and naphthalene are better suited to analysis by Method 8270.
- (A) Criterion is the state of Michigan drinking water (DW) standard.
- (B) Background, as defined in R 299.5701(b), may be substituted if higher than the calculated criterion.
- (D) Calculated criterion exceeds 100%; hence it is reduced to 100%, or 1.00E+09 µg/L.
- (E) Aesthetic DW value. Notice of aesthetic impact may be employed as an institutional control if concentration exceeds the aesthetic DWC but not the health-based DW value (second value, if provided).
- (G) Criterion dependent on receiving surface water (SW) hardness; calculated criteria based on water hardness of 150 mg/L.
- (H) Data provided for total Chromium only; compare to hexavalent Chromium criteria. If both trivalent Chromium and hexavalent Chromium are present, the total concentration of both cannot exceed the DW criterion of 100 µg/L.
- (J) Substance may be present in several isomer forms. Isomer-specific concentrations shall be added together for comparison to criteria.
- (JT) Substance present in several isomer forms. The VIAP SL may be used for the individual isomer provided that it is sole isomer detected; however, when multiple isomers are detected in a medium, the isomer-specific concentrations must be added together and compared to the most restrictive VIAP SL of the detected isomers.
- (L) Concentrations up to the State action level of 15 μg/L may still allow for DW use if soil concentrations are below 400 mg/Kg.
- (M) Calculated criterion is below the analytical target detection limit (TDL), therefore, the criterion defaults to the TDL (first value is criterion, second value is the risk based or solubility value).
- (M*) The VIAP SL may be below TDL. In accordance with Sec. 20120a(10) when the TDL for a hazardous substance is greater than the developed VIAP SL, the TDL is used to evaluate the risk posed from the pathway.
- (S) Criterion defaults to the hazardous substance-specific water solubility limit.
- (W) Concentrations of trihalomethanes shall be added together to determine compliance with the Michigan DW standard of 80 µg/L.
- (X) Criterion is not protective for SW used as a DW source.
- (CC*) Insufficient chemical-physical input parameters have been identified to allow the development of a VIAP SL using standard equations. The VIAP SL for groundwater (GW) is developed based solely on the approach that the department uses for shallow GW. If GW detections are present, soil vapor may be the most appropriate media to evaluate risk.
- (DD) Hazardous substance causes developmental effects. Residential VIAP SLs are protective of both prenatal exposure using a pregnant female receptor and postnatal exposure using a child receptor. Prenatal developmental effects may occur after an acute (i.e. short- term) or full-term exposure.
- (EE) Cold receiving waters ≥7,000 μg/L; Warm receiving waters ≥5,000 μg/L; Since a low level of DO can be harmful to aquatic life, the criterion represents a minimum level that on-site samples must exceed. Criteria are not applicable if GW Carbonaceous Biochemical Oxygen Demand (CBOD) is less than 10,000 μg/L and GW ammonia concentration is less than 2,000 μg/L.
- The acceptable air concentration (AAC) for the volatile hazardous substance is not derived using standard equations. The hazardous substance may cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The AAC for this hazardous substance is the acute or intermediate minimum risk level (MRL) developed by the Agency for Toxic Substances and Disease Registry (ATSDR), a USEPA Integrated Risk Information System (IRIS) acute reference concentration, or an acute initial threshold screening level (ITSL)
- (FF*) The AAC for the volatile hazardous substances are based on toxicity values that have been identified to have the potential to cause adverse human health effects for less than chronic exposures (i.e. short-term or acute). The short-term exposure for shallow groundwater VIAP SLs are based on modification of the standard equations by the department to develop applicable shallow groundwater VIAP SLs.
- (MM) Hazardous substance is a carcinogen with a mutagenic mode of action. The cancer potency values used in calculating VIAP SLs are modified using age-dependent adjustment factors for those carcinogenic chemicals identified as mutagenic.
- DWC drinking water criterion
- GSI groundwater surface water interface
- ID Insufficient data to develop criterion.
- NA not available
- NLV Not likely to volatilize under most conditions.
- SL screening level

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Appendix 4

BROWNFIELD REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made this ______ day of ________, 2025, (the "Agreement"), by and between the CITY OF GRAND HAVEN BROWNFIELD REDEVELOPMENT AUTHORITY, an authority established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq., ("Act 381"), with offices at 519 Washington Avenue, Grand Haven, Michigan 49417 (the "Authority") and KOOIMAN STORAGE, LLC, a Michigan limited liability company, with offices at 600 Washington Avenue, Grand Haven, Michigan 49417 ("Developer").

RECITALS

- A. Pursuant to Act 381, the Authority has prepared a Brownfield Plan that was duly approved by the City Council of the City of Grand Haven (the "Brownfield Plan").
- B. The Developer intends to develop the currently vacant 1.14 acres property located at 1500 Kooiman Avenue in the City of Grand Haven, which property is legally described on the attached **Exhibit A** ("Property"). The Property is included in the Brownfield Plan as a "facility" and "eligible property" due to the presence of contaminated soil/groundwater on a portion of the Property as described in the Brownfield Plan and is therefore commonly referred to as a "brownfield."
- C. The Developer plans to redevelop the site to include construction of up 12 condominium style storage unit approximately 1,200 sq. ft. in size. The potential exists that seven of the units could be utilized by a local business for light manufacturing as well. The Project is expected to increase the tax base within the City of Grand Haven ("City"), and otherwise enhance the economic vitality and quality of life within the City. The Developer acknowledges the Authority relied on the investment in the Project as consideration for the benefits extended under this Agreement.

- D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value to brownfield sites constituting "eligible property" under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" and permits the reimbursement to the property owner or developer of such Eligible Costs incurred by the property owner or developer. Act 381 also permits the reimbursement of the costs to prepare a brownfield plan for "eligible property" ("Brownfield Plan Costs").
- E. In order to complete the Project on the Property, the Developer will incur costs associated with Eligible Activities—environmental due diligence assessment reports, contaminated soil removal and disposal, site preparation activities, public infrastructure improvements, Brownfield Plan preparation costs, each of which will also include environmental consultant oversight and management (the "Eligible Costs"). The estimated Developer Eligible Costs, shall not exceed the sum of \$532,250. The Eligible Costs for the project are set forth on the attached **Exhibit B**.
- F. In accordance with Act 381 and the Brownfield Plan, the parties desire to use the property tax revenues generated from an increase in the taxable value of the Property resulting from its development ("Tax Increment Revenues") to reimburse the Developer for Eligible Costs.
- G. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381.

NOW, THEREFORE, the parties agree with each other as follows:

1. The Plan

(a) Developer's Brownfield Plan, which the Authority approved on November 4, 2024, and the City Council approved on _______, is attached hereto as **Exhibit C** and incorporated herein. To the extent provisions of the Plan conflict with this Agreement, the terms

and conditions of this Agreement control. To the extent provisions of the Plan or this Agreement conflicts with the Act, the Act controls.

(b) Unless the parties agree otherwise, the Developer shall complete the Improvements by December 31, 2025.

2. Term of Agreement

Per the Brownfield Plan, the Authority shall capture the Tax Increment Revenues generated from local and school taxes (as applicable) imposed on the Property until the later of: (i) December 31, 2044; or (ii) the date on which Developer receives full payment of the Eligible Costs under paragraph 6. If this Agreement ends before the payment of all Eligible Costs, the last tax payment by the Authority shall be the summer and winter taxes distributed during the final year of this Agreement. Any amounts captured in excess of the Eligible Costs will be paid into the Local Brownfield Revolving Fund, to the extent allowed by Section 8 of Act 381.

The Local Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Eligible Costs. Local Tax Increment Revenues generated from the Property shall first be retained by the Authority in an amount equal to 10 percent of the annual Tax Increment Revenues up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects. After retention of such Local Tax Increment Revenues, Project Tax Increment Revenues shall be used to reimburse the Developer for Eligible Costs, *provided, however*, if Developer has not paid professional fees and costs (legal, environmental, etc.) incurred by the Authority related to Developer's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within 30 days of being invoiced for such costs, the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse Developer. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from Developer total Eligible Costs and

3

Developer shall not be entitled to reimbursement of such amount. The Authority will reimburse the Developer for Eligible Costs from Tax Increment Revenues captured for six full tax years after the date that the Developer receives a certificate of occupancy.

3. Eligible Activities

The Authority recognizes that before the date of this Agreement, Developer may have initiated activities that may be submitted with a Request for Cost Reimbursement for Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities set forth in the Plan. The Developer will be reimbursed for Eligible Costs incurred before this Agreement only if permitted under Act 381.

4. Reimbursement Source

During the term of this Agreement (unless limited by Paragraph 1(b) and except as set forth in Paragraph 5 below), the Developer shall be reimbursed for its Eligible Costs from the Tax Increment Revenues collected from local taxes and school taxes (as applicable) imposed on the Property (including both real and personal property) in accordance with the Brownfield Plan.

5. <u>Transfer of Ownership</u>

Notwithstanding the transfer of the Property, the Authority will pay reimbursements solely to the Developer unless (a) the Developer pledges or assigns the right to reimbursement to a transferee and the City receives notice by or on behalf of the Developer directing payment to a transferee prior to payment or (b) as otherwise required by law. All administrative and out-of-pocket costs (including attorneys' fees) incurred by the Authority in connection with the sale or transfer of the Property during the term of the Agreement shall be reimbursed to the Authority with Tax Increment Revenues as a condition of approval.

4

6. Reimbursement Process

- Subject to any limitation set forth in paragraph 1(b), the Developer may submit no (a) more frequently than a semi-annual basis to the Authority Requests for Cost Reimbursement for Eligible Activities paid by the Developer through the end of the prior period. This request shall be in the form attached hereto as Exhibit D ("Petition"). The Petition shall identify whether the activities are Eligible Activities permitted under Section 2(o) of the Act. The Petition shall describe each individual activity claimed as an Eligible Activity and the associated costs of each individual activity. Documentation of the costs incurred shall be included with the Petition including proof of payment and detailed invoices for the costs incurred sufficient to determine whether the costs incurred were for Eligible Activities. The Petition shall be signed by a duly authorized representative of Developer and the representations, facts, and documentation included therein shall be sworn to as accurate in the presence of a notary. In the event the Eligible Activities and Costs for which the Developer seeks reimbursement have been rendered by a related party or entity, the Authority may request documentation to substantiate the reasonableness of such costs prior to reimbursement. A final Request for Cost Reimbursement shall be submitted to the Authority no later than 120 days following issuance of a final unconditional certificate of occupancy for the entire building/units.
- (b) Petitions shall be reviewed by the Authority within 60 days after receipt of the Petition by the Authority. The Developer shall cooperate in the review by the Authority by providing information and documentation to supplement the Petition as deemed reasonable and necessary by the Authority. The Authority shall identify in writing to Developer any costs deemed ineligible for reimbursement and the basis for the determination. Developer shall be given 45 days in which to provide supplemental information or documents in support of a request for cost reimbursement deemed ineligible by the Authority. Thereafter, except as otherwise agreed to in

writing by Developer and Authority, the Authority shall make a final decision on the eligibility of

the disputed cost and inform the Developer of its determination, which decision shall be binding

upon Developer.

(c) Twice a year, after the summer and winter taxes are captured and collected on the

Property, the Authority shall pay approved costs for Eligible Activities to the Developer from the

taxes captured in accordance with the Plan and Paragraph 4 of this Agreement to the extent that

taxes have been captured and are available in that fiscal year to reimburse approved costs of

Eligible Activities. No reimbursement shall be paid to Developer if the Developer is delinquent in

the payment of real or personal property taxes on the property. Payments to the Developer shall be

suspended if Developer files a property tax appeal with the Michigan Tax Tribunal regarding the

valuation of the real or personal property assessment on the Property during the term of the tax

appeal. Payments shall resume after a decision is issued by the Michigan Tax Tribunal. The

Developer shall not be reimbursed for any Eligible Costs and Activities incurred after any

deadlines set forth in paragraph 1(b) and the last sentence of paragraph 6(a).

(d) To the extent there are funds available from taxes captured from the sources

identified in Paragraph 4, the Authority shall make repayment obligations to Developer.

(e) Reimbursement of Costs of Eligible Activities shall be effectuated to Developer

with:

Checks shall be payable to:

Kooiman Storage, LLC

Delivered to the following address:

600 Washington Avenue

Grand Haven, Michigan 49417

By mail

7. Legislative Authorization

This Agreement is governed by and subject to the restrictions set forth in the Act. In the

event there is legislation enacted in the future which alters or affects the amount of Tax Increment

6

Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

8. Freedom of Information Act

Developer stipulates that all Petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.

9. Plan Modification.

The Plan and this Agreement may be modified to the extent allowed under the Act by mutual agreement of the Parties affected by the modification.

10. <u>Notices</u>

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown below their respective signatures to this Agreement. Either party may change the address by written notice sent by registered or certified mail to the other party.

11. <u>Assignment</u>

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld; provided, however, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, provided any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement; provided further, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such

assignment and approval of the City's Finance Director. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

12. Entire Agreement

This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

13. Non-waiver

No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14. <u>Headings</u>

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

15. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

16. <u>Counterparts</u>

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

17. Binding Effect

The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

In witness whereof, the parties have executed this Agreement as of the day and date first written above.

{Signatures on next page}

CITY OF GRAND HAVEN BROWNFIELD REDEVELOPMENT AUTHORITY

By:
Jim Bonamy, Chairperson
Address: 519 Washington Avenue Grand Haven, Michigan 49417
KOOIMAN STORAGE, LLC By:
Mike Westra, Member

Grand Haven, Michigan 49417

Address: 600 Washington Avenue

Exhibit A

Property Legal Description

Property Address: 1500 Kooiman Avenue, Grand Haven, MI 49417

Parcel Number: 70-03-28-301-019

PART SW 1/4 COM N SEC LI AND E LI KOOIMAN ST, TH S 734.1 FT TO PT OF BEG, TH CONT S 219.9 FT, E 212.84 FT, N 224.83 FT ALG ROW C&O RR, TH W 213.3 FT M/L TO BEG. SEC 28 T8N R16W

Exhibit B

Eligible Costs

Table 1 – Summary of Eligible Costs

Act 381 Brownfield Plan Kooiman, Grand Haven

Rooman, Grand Haven		
EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
Pre-Approved Environmental Activities	\$ 23,500	
Phase I ESA/ Phase II ESA	\$ 17,500	Fall 2024
BEA/DDCCR	\$ 6,000	Fall 2024
Due Care Activities	\$ 252,000	
Contaminated Soil Removal*	\$ 252,000	Winter 2024/Spring 2025
EGLE Eligible Activities Subtotal	\$ 275,500	
Contingency (15%)*	\$ 37,800	
Brownfield Plan/Work Plan Preparation	\$ 10,000	
Brownfield Plan/Work Plan Implementation	\$ 10,000	
EGLE Eligible Activities Total Costs	\$ 333,300	
*Eligible activities for contigency calculation		
MEDC Eligible Activities Costs and Schedule		
MEDC Eligible Activities	Cost	Completion Season/Year
Public Infrastructure Improvements	\$ 65,000	,
Urban Storm Water Management System (Traditional and Low Impact)	\$ 65,000	Winter 2024/Spring 2025
Site Preparation	\$ 108,000	
Cut & Fill Operations	\$ 22,000	Winter 2024/Spring 2025
Fill	\$ 65,000	Winter 2024/Spring 2025
Grading	\$ 8,000	Winter 2024/Spring 2025
Staking	\$ 3,000	Winter 2024/Spring 2025
Temporary Construction Access and/or Roads	\$ 4,000	Winter 2024/Spring 2025
Geotechnical Engineering	\$ 6,000	Winter 2024/Spring 2025
MEDC Eligible Activities Subtotal	\$ 173,000	
Contingency (15%)*	\$ 25,950	
MEDC Eligible Activities Total Costs	\$ 198,950	
*Eligible activities for contigency calculation		

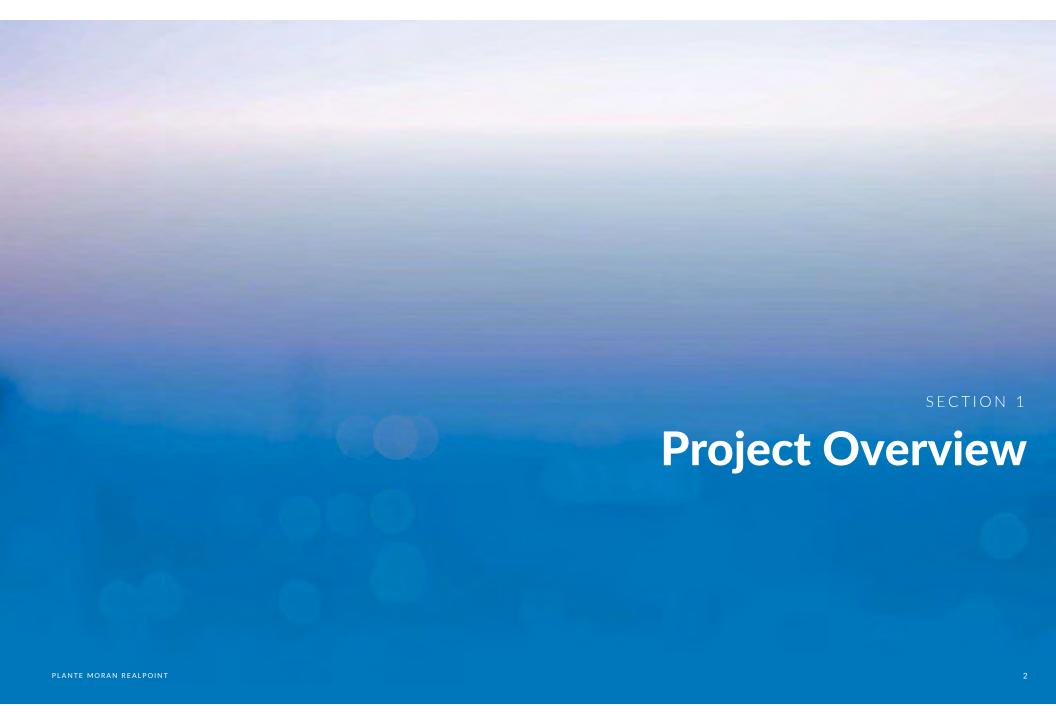
Exhibit C

Brownfield Plan

Exhibit D

Eligible Cost Petition





EXECUTIVE SUMMARY

SCOPE

- The City of Grand Haven ("Grand Haven") engaged Plante Moran Realpoint ("PMR") to provide third-party support for an amendment by 815 Verhoeks St, LLC (the "Sponsor") for Brownfield reimbursement to support the decontamination and clean-up of a 1.14-acre site, located at 1500 Kooiman ("Project"), that has been underutilized for approximately 50 years into a single-story, approx. 17,000 sf self-storage building with 12 units. PMR has reviewed the following items provided by the Sponsor:
 - Project financials including development cost assumptions and estimated sale proceeds
 - o Project plans, narrative, site plans, and programming
 - o Available due diligence studies

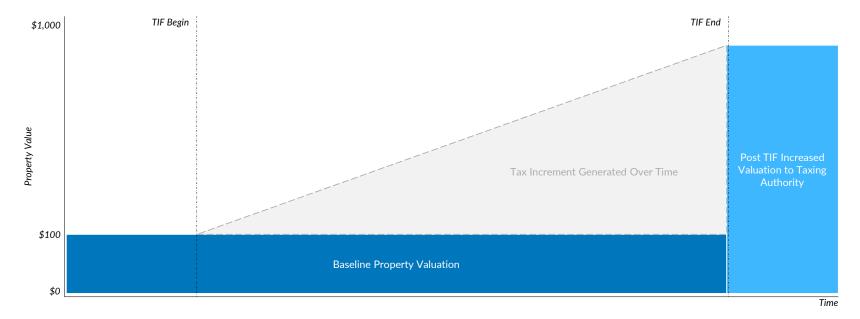
METHODOLOGY & FINDINGS

- 1. PMR utilized the developer-provided financial assumptions to analyze a conservative and optimistic scenario vs. the base set of sponsor assumptions to understand impact of variances in project assumptions
- 2. PMR made best efforts and relevant market data to understand key assumptions such as contributed land value, sale proceeds, etc. used by the Sponsor
- 3. Based off the provided information, PMR recommends that Grand Haven approve the requested TIF Application as approved by the City of Grand Haven Brownfield Redevelopment Authority on November 4, 2024

BROWNFIELD TAX INCREMENT FINANCING (TIF)

WHAT IS A BROWNFIELD TIF?

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



PLANTE MORAN REALPOINT

PROJECT SUMMARY

PROJECT RATIONALE

- The property is currently a wooded parcel that has been vacant for approximately 50 years, which previously was used in the agricultural industry
- The Sponsor believes Grand Haven has a need for additional self storage and the development of the parcel would increase the tax base of the municipality
- This property needs clean up as it contains contamination including selenium, arsenic, copper, and lead

SPONSOR

The Sponsors of this deal are Mike Westra, Terry French, and Denny Dryer. Combined, the three have over 100 years of engineering, construction, and architectural experience.

- Mike Westra is a retired electrical engineer who previously worked for 30 years at Challenge Machinery Company. 1500 Kooiman will be his third self storage project with the development team.
- Terry French is a licensed contractor and residential homebuilder who has been active in the West Michigan construction industry for over 30 years. 1500 Kooiman will add to the list of various projects Terry has completed over the years including several commercial buildings, single family homes, storage, and live-work facilities. 1500 Kooiman will be his third project with the development team
- Denny Dryer is a registered architect with construction experience that has been active in Grand Haven, Holland, Muskegon, Ann Arbor, and Grand Rapids for over 50 years. Denny has a Masters of Architecture degree (U of M), B.S. (Architecture) degree (U of M), B.S. (Civil Engineering) degree (U of M), and B.S. (Physics) degree (GVSU). Denny has a variety of experience designing different types of structures. This will be Denny's fifth project that falls into the self storage, live-work, and "Man Cave" category. 1500 Kooiman will be his third project with this development team.

KEY DOCUMENTS RECEIVED

PMR received the following documents from the Sponsor and were relied upon for this report:

- 1. Sponsor pro forma, including cost estimates of development, project comparables, and project projected sale values
- ${\bf 2.} \quad {\bf Sponsor\ Brownfield\ Application, Brownfield\ Plan, and\ First\ Amendment\ to\ Brownfield\ Plan}$
- 3. Executed Land Purchase agreement and Amendment
- 4. Team bios

PLANTE MORAN REALPOINT 5

PROJECT SUMMARY

PROGRAM SUMMARY

Total Project Cost	\$41.7 million	
<u>Units</u>	<u>#</u>	Sq Ft
Storage Units - 1248 SF	8	9,984
Storage Units - 1728 SF	4	6,912
Total Units	12	16,896
Total Acreage	1.14	Acres

Completed Phase 1 & 2



SPONSOR SOURCES AND USES

<u>Uses</u>	<u>\$</u>
Acquisition	\$230,000
Hard Cost	\$2,498,300
Soft Costs	\$177,500
Total	\$2,905,800

Sources	<u>\$</u>	<u>Comments</u>
Equity	\$2,905,800	Per Sponsor, Project will be privately funded with equity
Total	\$2,905,800	

PLANTE MORAN REALPOINT



Assumption Review

SOURCES	SPONSOR PROVIDED	PMR CONSERVATIVE	PMR OPTIMISTIC	COMMENTARY
Owner Equity	\$2,905,800	\$2,905,800	\$2,668,051	Per Sponsor units the only capital in the deal is Sponsor equity
<u>USES</u>				
Acquisition	\$230,000	\$230,000	\$230,000	Per Purchase Agreement and 1 st amendment provided by Sponsor
Hard Costs	\$2,284,300	\$2,284,300	\$2,081,336	Average construction cost of 815 Verhoeks was of \$150k/unit, optimistic case assumes Sponsor can replicate that cost, with 5% annual construction cost escalations
Soft Costs	\$391,500	\$391,500	\$356,714	Soft costs in optimistic scenario match the percentage of hard costs in the Sponsor pro forma
Total Uses	\$2,905,800	\$2,905,800	\$2,668,051	

AVERAGE SPONSOR RETURNS

Total Sale Proceeds (Net)	\$3,100,000	\$3,049,728	\$3,354,701	\$190/sf average sale price at 815 Verhoeks in 2022 used as the conservative estimate. Sponsor pro forma did not include sales closing costs, while PMR cases include 5% for broker commission, transfer taxes, and legal/title costs.
Profit	\$194,200	\$143,928	\$686,650	= Sales Proceeds - Total Project Cost
Unleveraged Returns				
Return on Cost (w/ TIF)	1.25x	1.23x	1.46x	= (Sales Proceeds + TIF Proceeds)/Total Project Cost. \$532,250 total TIF Reimbursement
Return on Cost (w/o TIF)	1.07x	1.05x	1.26x	= Sales Proceeds/Total Project Cost

PLANTE MORAN REALPOINT 8



PMR Findings - Summary of Project Financials and Need for Support

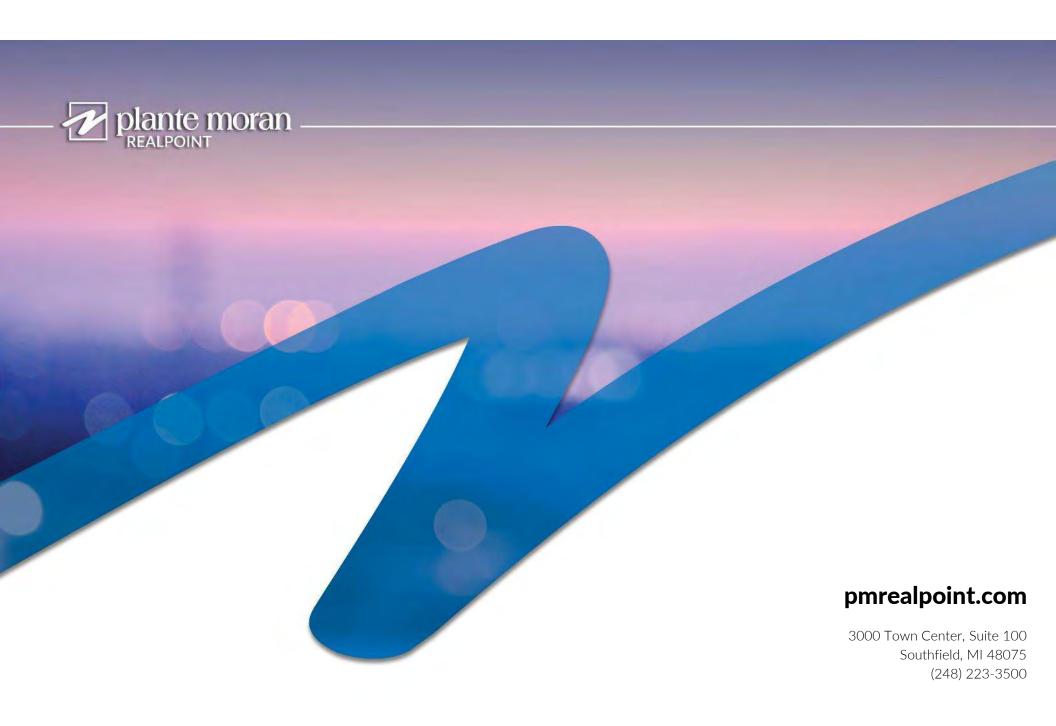
ACQUISITION AND DEVELOPMENT

- 1. Land acquisition price of \$230k is supported both by a percentage of total project cost as well as an extended closing timeline, where an alternate purchaser could have materialized if the price was not reasonable
- Project budget, as presented, is very high-level without a sufficient line-item breakdown to substantiate costs.
- 3. The development team appears to be qualified to undertake the proposed project, given their experience with similar product, work to-date in assembling the Brownfield Plan, and generally demonstrated knowledge of the local market and product type
- 4. Brownfield Plan Amendment cites total private investment of \$1.2 million, which is far less than Sponsor pro forma

PROFITABILITY AND DISPOSITION

- 1. The Sponsor pro forma estimates the following prices for each unit type. These estimates are generally supported by the Sponsor's prior project at 815 Verhoeks where they constructed 15 commercial storage units and 9 residential live/work units in 2023-24.
 - 8 1,248 sf units \$250,000 each
 - 4 1.728 sf units \$275,000 each
 - 815 Verhoeks sold all its units in 2022, at an average price of \$205k
- 2. Sponsor pro forma does not include any sales/closing costs related the disposition of the condominium units. Total disposition costs of 2-5% should be included in revised models.
- 3. Sponsor pro forma profit margin of <7% is not sufficient for a market participant to pursue a project similar to this one, justifying the need for the requested Brownfield TIF
 - While PMR found the Sponsor sales proceeds projections overly conservative when compared to sales of similar product developed by Sponsor, the PMR return on cost range without TIF of 1.05-1.26x still supports the requested TIF

PLANTE MORAN REALPOINT 10



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: December 26, 2024

SUBJECT: 700 Washington Rezone to CT Centertown District – 1st reading



John Groothuis of Washington Place, LLC submitted a Zoning Change Application to rezone 700 Washington Ave. (parcel #70-03-21-358-019) into the Centertown Overlay District. The property is currently zoned Neighborhood Mixed-Use, which the underlying zoning district would not change. 700 Washington is a two-story brick condominium retail and commercial structure, currently home to Health Hutt, Grand Haven Tribune, and other businesses. The current zoning permits a building height up to 35 ft. By including the parcel into the Centertown Overlay District, the building height may be increased to 40 ft. or 3 stories, whichever is less.



Google Street View

Comparison of Site Placement Building Form Standards for Mixed-Use Development

	NMU	NMU (CT Overlay)
FY Setback	70% within build to zone	0 feet
RY Setback	15 feet	0 feet
SY Setback	0 feet	0 feet
Max. Lot Coverage	70%	100%
Building Height	35 feet	Lesser of 40 feet or 3 stories
Mixed-Use	Permitted by Right	Permitted by Right

On December 10th, the Planning Commission held a public hearing regarding the request to include 700 Washington Ave. into the Centertown Overlay District. The public comments received during the public hearing were in favor of the request.

The Planning Commission agreed the rezoning request would create consistency for parcels fronting Washington Ave. between 7th and 8th Streets. It is unknown why the Centertown Overlay District was drawn to its current boundary, but including 700 Washington Ave. was determined as a logical addition into the overlay district.

CURRENT ZONING MAP



Neighborhood Mixed-Use (NMU) is light purple Centertown Overlay is represented in the blue dashed line

By including 700 Washington into the Centertown Overlay District, the 7th and Washington Ave. intersection could serve as a central node of activity for Centertown. The Planning Commission

determined the rezoning into the Overlay District which would allow for compact, dense, mixed-use development, which would align with the intent of the zoning ordinance, and with the vision outlined in the Master Plan and the Centertown Sub Area Plan. Following the public hearing, the Planning Commission unanimously recommended approval.

City Council Action

January 6th shall be the 1st reading. If council agrees with recommendation to approve the rezoning, a 2nd reading will occur and the ordinance can be voted for adoption at the January 21st City Council meeting.

Following a successful rezoning, the applicant can submit a site plan for review to the Planning Commission.

Attachments:

Draft zoning ordinance amendment, rezoning application, December 10th PC meeting minutes



REQUEST FOR ZONING CHANGE APPLICATION

Community Development Department, City of Grand Haven 519 Washington Avenue, Grand Haven, MI 49417

Phone: (616) 935-3276 Website: www.grandhaven.org

1. General Information (if the proposed amendment in Address/location of property: 700 Washing Parcel #: 70-03-21-358-019 Current Use: retail office service Existing Zoning: Neighborhood mixed use Proposed Zoning: Center Town Overlay	
2. Owner Name: Washinton Pace LC Address: 18 N 5th Street	3. Applicant Name: Same as # 2 Address: Phone #: 616 - 283-0757 (John) Email:
 4. Required Attachments PDF + 5 copies of application Property deed (rezoning) Plat or sketch (rezoning) 	 Justification for request (see sec. 40-121 on page 2) Power of attorney (if applicable) Existing and proposed section language from Zoning Ordinance (if the proposed amendment is a text amendment)
5. Fees and Escrow Deposit Application Fee: \$400	
is expected that costs above staff time and one public include additional public hearing notifications, attorned studies. Should expenses total more than the deposit, costs, or additional escrow payment shall be required to	Commission and Zoning Board of Appeals cases where it chearing publication will be incurred. These expenses by fees, engineering or surveying fees, or other special the applicant will be billed by the City for the additional complete the Planning Commission or Zoning Board of deposit received, excess amounts shall be returned to the

Petition will not be acce	pted without signature of legal owner	or official agent (attach power of attorney).
Signature of Proposed Ov		Date: 10-16-24
Print Name: John D	Exporthuis, Member	
Signature of Applicant:	Dec	Date: 10-16-24
Print Name: John	Gruothis, Member	Washington Place, LLC
	Office Use Only	
Case #:	Date Received:	Fee:
Date of City Council App	proval:	



applicant.

ZONING CHANGE APPLICATION PROCESS

Application for rezoning is filed: An application is deemed complete upon submission and acceptance of the completed application form and all required documentation. Once an application is deemed complete, a petitioner will be scheduled for a public hearing on the next available slot on the Planning Commission's agenda, which will be at least 34 days after submission of the application, but within forty-five (45) days of the submission of a complete application prepared in accordance with this Zoning Ordinance.

Notice of Public Hearing: The City shall, not less than 15 days before the date of the public hearing, serve written notice, either in person or by regular mail, to the owners and occupants of the property within 300 feet in each direction of the lot line of the subject property, pursuant to section 40-122 of the Zoning Ordinance.

Attendance: It is requested that the petitioner or a representative be present at the hearing to answer any questions the commissioners may have on the request or on the property involved.

Recommendation: Following the public hearing and review of the proposed zoning change and supporting data, the Planning Commission shall recommend approval, modification, or disapproval and the reasons therefore, to the City Council.

Approval: The Council, after receipt of the recommendation, shall approve, disapprove or modify the request. In case of approval, the Council shall pass an amendatory ordinance granting the zoning change. This ordinance must be read by the City Council two times prior to its approval and final adoption.

FACTORS FOR THE PLANNING COMMISSION TO CONSIDER

Excerpt from section 40-121 of the Zoning Ordinance:

Prior to making a recommendation on the proposed amendment to the city council, the planning commission shall consider the factors specified as follows:

- A. If the proposed amendment is a map amendment (rezoning), the planning commission shall consider the following:
 - 1. If the proposed zoning amendment is consistent with the city's adopted master plan.
 - 2. If the proposed zoning amendment is consistent with recent development trends in the area.
 - 3. If the zoning amendment is compatible with existing or future land uses in the vicinity of the subject site or throughout the zoning district(s) affected by the proposed amendment.
 - 4. If existing or planned public infrastructure, including streets, sanitary sewers, storm water, water, sidewalks, and street lighting are capable of accommodating potential changes in land use resulting from the proposed amendment.
 - 5. If the proposed amendment is consistent with the intent and purpose of this ordinance and whether the proposed amendment would protect the health, safety, and welfare of the city.
- B. If the proposed amendment is a text amendment, the planning commission shall consider the following factors:
 - 1. If the proposed text amendment would clarify the intent of the ordinance or correct an error.
 - If the proposed text amendment would address changes to state legislation, recent case law, or opinions from the Attorney General, or promote compliance with changes in other county, state or federal regulations.



- 3. In the event the amendment will add a use to a district, if the proposed use is fully consistent with the character of the range of uses provided for within the district, and that the amendment will not create incompatible land uses within a zoning district, or between adjacent districts.
- If the proposed amendment is supported by the findings of reports, studies, or other documentation on functional requirements, contemporary building practices, environmental requirements, and similar technical items.
- If the proposed amendment is consistent with the city's ability to provide adequate public facilities
 and services, and is consistent with the city's desire to protect the public health, safety, and welfare of
 the community.

The Centertown Vision Plan is an outgrowth of the Downtown Master Plan that encourages a range of additional housing options and revitalization and rehabilitation of existing buildings/properties. Centertown is considered the gateway into downtown and has received fewer public and private resources over the past decade and is overdue for revitalization. The proposed residential development mirrors the trend of successful investment in the downtown.

The Centertown overlay district building height allowance also mirrors downtown parameters and will not adversely affect neighboring properties as this request involves a corner parcel with the only adjacent property being a city parking lot. The rezone change will allow for significant private investment in the district and will encourage public streetscape funding which has been desired for years.

The 700 Washington site is part of a multi-phase redevelopment effort in Centertown and will help revitalize an area that has been talked about, but largely overlooked, for 20+ years. Capstone Companies is excited to be part of reshaping our Grand Haven community and respectfully requests this zoning change.



Property Mapping Printout



Legend

Parcels

Notes

137.68 275.4 Feet 275.4

WGS_1984_Web_Mercator_Auxiliary_Sphere © Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

ZONING CHANGE APPLICATION NARRATIVE

Washington Place, LLC 700 Washington Avenue

Washington Place, LLC ("WPLLC") owns the property commonly known as 700 Washington, which property is the subject of this re-zoning request (the "Subject Property"). The Subject Property is currently zoned Neighborhood Mixed Use ("NMU") and the Contiguous Property is zoned Centertown Overlay.

WPLLC requests that the zoning classification of the Subject Property be included in the Centertown Overlay District to facilitate the planned 700 Washington development. WPLLC will be a mixed-use community located at the corner of 7th and Washington, and will revitalize a neighborhood long targeted for redevelopment by both the City and its DDA. WPLLC contemplates an energetic addition to the Subject Property and the office/service will include covered parking and both residential and retail spaces. WPLLC will not only bring new neighbors and business to this vital intersection, but will also spur growth and economic development on other parcels along the Washington Avenue and 7th Street corridors as well as throughout the greater *CenterTown* neighborhood.

The requested re-zoning satisfies each of the factors which the Planning Commission must consider under Zoning Ordinance §40-121(A):

- Consistent with the City's Master Plan. WPLLC's revitalization and development plans for this mixed-use corner will provide additional housing and of a different type than presently exists in the neighborhood, and increased density of the parcel, bringing new residents to the neighborhood, and providing a larger consumer base for local businesses, all of which supports Goal One of the City's Master Plan.
- 2. Consistent with Recent Development Trends. While little new development has occurred in the immediate area, urban development in general has moved toward smaller and more efficient dwelling spaces, almost always located above and/or adjacent to fresh, new and exciting commercial spaces. WPLLC will provide small and mid-sized residential units in conjunction with existing office, service and retail spaces.
- Compatible with Existing or Future Land Uses in the Vicinity. Several of the
 parcels contiguous to the Subject Property are already zoned CenterTown
 Overlay. Moreover, the WPLLC development contemplates uses that are not
 only permitted, but already occurring in certain buildings within, the
 CenterTown Overlay district.
- 4. Capable Infrastructure. All necessary municipal infrastructure and utilities are already in place and (subject of course to routine maintenance and/or scheduled replacement) more than adequate to service the additional density

- and the new residents that WPLLC will bring to the CenterTown Overlay district.
- 5. Consistent with Intent and Purpose of Ordinance and Protect Health, Safety and Welfare of City. The requested re-zoning is consistent with the intent of, and will have no adverse impact on the purposes or results of the zoning ordinance. In particular, the requested change will move an existing zoning-district boundary line less than 200 feet to the Southwest, and change the zoning classification of just one (less than 38,000 square foot and oddly-shaped) lot, access to which is restricted by the railroad right-of-way, to match the classification of the immediately-adjoining Contiguous Property. Nor would the re-zoning have any adverse effect on the health, safety and welfare of the City or any of its residents.

The irregular size of the Subject Property, constrained by the railroad right-of-way, presents significant challenges for any practical improvement. The flexibility permitted by a change to CenterTown Overlay zoning will allow for the creation of small and mid-size residential dwellings. WPLLC will provide a range of housing opportunities and choices in a distinct, walkable community.

If well-received by the consumer, WPLLC will be part of a multi-phase *CenterTown* rehabilitation. Smart growth is a key tool in shaping our Grand Haven community. In furtherance of that goal, WPLLC respectfully requests this zoning change to facilitate the commencement of the revitalization of *CenterTown*, including WPLLC at the intersection of 7th and Washington.

CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN PLANNING COMMISSION MINUTES December 10, 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, Dan Borchers, David Skelly, Tamera Owens, Joe Pierce, Jennifer Smelker, Vice-Chair Ryan Galligan, Chair Mike Dora

Absent: Amy Kozenecki

Also Present: City Planner Brian Urquhart, Councilman Kevin McLaughlin, and members of the public.

Approval of Minutes

Motion by **Skelly**, seconded by **Vice Chair Galligan**, to approve the minutes of the November 12th meeting as printed. All ayes. **Motion passes**.

Approval of Agenda

Chair Dora moved that item D, Case 24-41: An application to amend the zoning map to remove the Sensitive Area Overlay designation on parcel #70-03-21-328-031, be moved to item A on this agenda. Add PC case 24-28 to revisit special land use conditions for 22 Franklin to Old Business.

Motion by Skelly, seconded by Smelker, to approve the agenda as printed. All ayes. Motion passes.

Call to the Audience: First Opportunity
None

Case 24-41: An application to amend the zoning map to remove the Sensitive Area Overlay designation on parcel #70-03-21-328-031

Urquhart introduced the case. In June 2024, the development team from the Salvation Army presented the preliminary plan for a housing development at the undeveloped 2.08-acre parcel south of their main facility at 310 Despeldar. The development team stated the site is presently overgrown brush and not a wetland. In addition, they assert the sensitive area overlay district precludes development of the site for housing. The underlying zoning district is NMU - Neighborhood Mixed-Use, which multiple-family dwellings are permitted by right in this district. At the November PC meeting, the Planning Commission determined there was enough information in the Wetland Delineation Report to schedule a public hearing, and reconsider the locally regulated wetland within the sensitive area.

The applicant is requesting the Planning Commission make a recommendation to remove the sensitive area overlay zoning designation on parcel #70-03-21-328-031. This process is outlined in Sec. 40-422.06 of the zoning ordinance. According to Sec. 40-422.02.B. a wetland is determined to be sensitive because it provides flood and storm control, wildlife habitat, pollution treatment, water recharge and storage area, benefits to water quality, and erosion control. Historical records and institutional knowledge have described the site as a former celery field.

According to the wetland report, an onsite assessment was conducted in August 2024. TriTerra identified a combination of forested wetland and emergent wetland on the property, identified as Wetland A in Figure A. TriTerra staff assessed vegetation by approximating the percent coverage of dominant plant species. Soil cores were collected, and the colors were determined using the Munsell Soil Color Chart. TriTerra determined whether each plant community satisfied the requirements to be a wetland, in which, under normal circumstances, the vegetative communities must be dominated by hydrophilic vegetation and hydric soil.

During the November meeting, members of the Planning Commission brought up a concern about whether the sensitive area overlay would be removed, but the project did not happen, and what would then be permitted on the property. Due to this concern, staff recommends the applicant provide context of the proposed housing project, should City Council approve the zoning change. Please note the application includes a conceptual design of a multiple-family housing development with a public road, but we are not conducting any site plan review.

The city received one correspondence opposed to this case.

Applicant Jacob Horner, head of real estate for Dwelling Place, was present.

Chair Dora opened the public hearing at 7:11 pm.

Mike O'Hara, 1015 Fulton, spoke in favor of preserving the wetland and feels it needs to be protected.

David Tenkate, 18. N.5th Street, said he favored removing local regulations to allow the development of affordable homes in the area.

Roger Skorupski, 11769 Lakeshore Dr. spoke on behalf of his daughter Meredith, 1040 Fulton, who also opposed removing the Sensitive Overlay Area.

Gerald Andre, 902 Elliot, also said he highly opposed the development.

Tom Reinsma, 1428 Woodlawn Commons, has served on the Salvation Army Boards for 50 years. He stated the property was purchased in 2000.

A motion was made by **Vice Chair Galligan** and seconded by **Smolenksa** to close the public hearing. All ayes. **Motion passes**.

Chair Dora closed public hearing at 7:26 p.m.

Borchers, Smelker, Pierce, Skelly, Owens, Smolenska, and Vice-Chair Galligan concurred that, based on today's standards, this property would not meet the requirements to be qualified as a sensitive overlay Area. They were all in agreement with this being removed from the property.

Char Dora was also in favor of moving the sensitive overlay area.

Motion made by **Vice-Chair Galligan**, seconded by **Owens**, to approve Case 24-41, a request to rezone parcel #70-03-21-328-031 by removing the Sensitive Area Overlay to City Council for the following reason(s):

1) Based on the Environmental Report, the area would no longer qualify as a Sensitive Overlay Area.

Roll call vote.

Yeas: Vice Chair Galligan, Skelly, Owens, Chair Dora, Smelker, Pierce, Smolenska, Borchers. Motion passes.

Case 24-38: A public hearing for Zoning Change Request – 700 Washington Ave (parcel #70-03-19-426-002).

Urquhart presented the case. John Groothuis of Washington Place, LLC submitted a Zoning Change Application to rezone 700 Washington Ave. (parcel #70-03-21-358-019) into the Centertown Overlay District. 700 Washington is a two-story brick condominium retail and commercial structure, currently home to Health Hutt, Grand Haven Tribune, and other businesses. The current zoning permits a building height up to 35 ft. By including the parcel into the Centertown Overlay District, the building may be increased to 40 ft. in height or three stories, whichever is less. The applicant stated in their narrative, "The rezoning change would allow for significant private investment in the district." No formal plans have been submitted, but the intent is to construct an additional story for residential use.

Sec. 40-121 of the Zoning Ordinance provides the following for the Planning Commission to consider:

- 1. If the proposed zoning amendment is consistent with the city's adopted master plan. Comment: The City just adopted the Master Plan in May 2023, and the future land use classification for this parcel is Traditional Neighborhood Mixed-Use. NMU is identified as a potential compatible zoning district in the Zoning Plan on page 125 of the Master Plan.
- 2. If the proposed zoning amendment is consistent with recent development trends in the area. Comment: The rezoning would allow for a compact, dense, mixed-use development that aligns with the intent of the NMU and Centertown Overlay District. The Centertown Overlay district was established to increase density within this commercial node due to its proximity to the downtown core and its importance within the MSDDA district. Furthermore, the Centertown Overlay has access to publicly available (owned) parking and the proximity to public parks and other public amenities. Adjacent to 700 Washington is a city-owned public parking lot in the Centertown overlay district. All parcels south of Washington Ave. from 7th St. to 8th St. would hold the same development opportunities concerning building form, height, and size.

 3. If the zoning amendment is compatible with existing or future land uses near the subject site or throughout the zoning district(s) affected by the proposed amendment. Comment: The future

land use for 700 Washington Ave. is Traditional Neighborhood Mixed-Use, primarily located within the OT, NMU, C, and E zoning districts. The FLU classification promotes the densely developed portion of the city's urban core and is within walking distance of key nodes. If new construction is proposed, it should follow the building placement and form standards of existing structures and renew and extend the traditional patterns of the area.

- 4. If existing or planned public infrastructure, including streets, sanitary sewers, stormwater, water, sidewalks, and street lighting, can accommodate potential changes in land use resulting from the proposed amendment. Comment: 700 Washington Ave. is currently served by existing public infrastructure, and land use changes will not negatively impact infrastructure. There are sidewalks and street lighting on Washington Ave.
- 5. Is the proposed amendment consistent with the intent and purpose of this ordinance, and would the proposed amendment protect the health, safety, and welfare of the city? Comment: As mentioned in item 2, the intent of the NMU and Centertown Overlay is met with this proposal. NMU and Centertown Overlay allows for nonresidential buildings to have a zero setback and 100% lot coverage, complementing the compact urban form of Centertown Overlay.

3.0 Comparison of Site Placement Building Form Standards for Mixed-Use Development NMU NMU (CT Overlay)

		NMU		NMU	J (CT Overlay)
FY Setback	70% wi	thin build	to zone		0 feet
RY Setback		15 feet			0 feet
SY Setback		0 feet		la.	0 feet
Max. Lot Coverage	1	70%		3	100%
Building Height		35 feet		Lesser th	nan 40 feet or three
***		· ·			stories
Mixed-Use	Perm	itted by R	Light	Permitted by Right	

As of today, the city has not received any correspondence.

The applicant, David Tenkate, was present.

Chair Dora opened public hearing at 7:46 p.m.

Joyce Workman, 7 N. Seventh St, spoke, stating she appreciated Capstone's transparency and that it has been a great example of working together to make progress.

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

The public hearing was closed at 7:48 p.m.

No concerns or questions from the Commissioners.

Motion by **Pierce**, seconded by **Smolenska**, to approve Case 24-38 to rezone 700 Washington Ave (parcel #70-03-21-358-019) into the Centertown Overlay District to City Council for the following reason(s):

1) Property fits adjacent development plans, the master plan and the intent of the centertown overlay and meets all section 40-121 A standards.

Roll call vote. All ayes. Motion passed.

Case 24-39: A public hearing for a special land use permit for a retaining wall over 48 inches in height at 1116 S. Harbor Dr. (parcel #70-03-29-154-036)

Urquhart presented the case. On behalf of property owner Megan Hines, Zach Vandenberg of Peterson and Vandenberg Environmental submitted a special land use request for a retaining wall located in the property's front yard at 1116 S. Harbor Dr. (parcel #70-03-29-154-036). The retaining wall is greater than 48 inches in height, which requires review and approval by the Planning Commission per Sec. 40-327.A.2.b.

Peterson Environmental has been contracted to assist in permitting the replacement of the wooden retaining wall located in the front yard at 1116 S. Harbor. The retaining wall is failing and is causing significant erosion and safety issues in the front yard. The applicant will replace the wooden fence with a steel sheet pile retaining wall, approximately 13 ft. in height (5 ft. above grade, eight ft. below grade). The plan also depicts a 15 ft. x 25 ft. deck in the front yard, extending six ft. out over the retaining wall. Megan Hines has received approval from EGLE (see attachment C) for this work.

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 a narrative describing the scope of work.

As of the date of this memo, the city has received one email in favor of this request.

Zach Vandenberg of Peterson and Vandenberg Environmental was present and stated that a new retaining wall was needed because the material was decomposing and causing it to fail.

Chair Dora opened public hearing at 7:56 p.m.

Megan Hines, 1116 S Harbor Dr., spoke concerning the effects of the erosion.

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

Chair Dora opened public hearing at 7:58 p.m.

Borchers, Smelker, Pierce, Skelly, Owens, Smolenska, Vice-Chair Galligan, and Chair Dora were all in support and did not have any questions.

Motion by **Smolenska**, seconded by **Owens**, to approve Case 24-39, a special land use permit and sensitive area overlay for a retaining wall that exceeds 48 inches in height at 1116 S. Harbor Dr. (parcel #70-03-29-154-036) subject to the condition(s) below:

1. A building permit shall be submitted

Roll call vote. All ayes. Motion passed.

Case 24-40: A public hearing for a special land use permit for short term rental at 208 Fulton Ave. (parcel #70-03-20-429-003).

Urquhart presented the case. Property owner Mark Bultje-Brown submitted applications for a Special Land Use Permit for Short-Term Rental located at 208 Fulton Ave. (parcel #70-03-20-429-003). The Old Town District also allows short-term rentals if the property is on a key street. In this case, the key street is Fulton Ave. between 1st and 2nd Streets.

208 Franklin was recently a single-family dwelling. Mr. Bultje-Brown purchased the property with the intention of renovating it and renting it as a short-term rental. Currently, there is only enough room for one vehicle to park in the driveway. The site plan provides for a driveway extension to maintain two vehicles.

Section 40-513 provides a list of ten (10) regulations and conditions for a Short-Term Rental. The review of the Special Land Use Permit application is also subject to the standard regulations and conditions of all Special Land Uses outlined in Section 40-116.03. The applicant has provided a narrative responding to the review standards and a scaled drawing depicting the floor plan.

Adjacent Uses

Address	Use	Short Term Rental?
206 Fulton Ave.	Single-family	No '
200 Fulton Ave.	Parking lot	No
112 N. 2 nd St.	Parking lot	No
106 N. 2 nd St.	Single Family	Yes, via SLU
100 N. 2 nd St.	Former bank drive-thru	No
211 Columbus Ave.	Parking lot	No
101 N. 3 rd	Tribune Lofts PD	No
111 N. 3 rd	Two-family condo	No
222 Fulton Ave.	Single-family	No
218 Fulton Ave.	Single-family	Yes
216 Fulton Ave.	Storage Building	No

As of Today, the City received one correspondence regarding the case.

Smolenska asked to be recused from the case.

Applicants Mark and Crystal Bultje, 208 Fulton, were present.

Chair Dora opened public hearing at 8:06 p.m.

No comments.

Motion made by **Skelly**, seconded by **Vice-Chair Galligan** to close the public hearing. All ayes. **Motion** passes.

Borchers, Smelker, Pierce, Owens, Skelly, Vice-Chair Galligan, and Chair Dora, voiced concerns that this property is non-conforming, and for consistency's sake, they would not favor approving the special use land permit.

Motion by **Vice-Chair Galligan**, seconded by **Pierce**, to deny Case 24-40, a request for a Special Use Permit for a short term rental located at 208 Fulton Ave. (parcel #70-03-20-429-003) based on the following condition not being met:

1.) Does not meet district lot area minimum or width.

Roll call vote. All ayes. Motion denied
--

New Business: None

Old Business

Case 24-28: A Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004).

Urquhart presented the case. In August, Property owner Katie Broekhoff submitted applications for a Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004). Two-family dwellings are permitted by special land use in the Old Town District per Sec. 40-410.02.B. The Old Town Zoning District also allows short-term rentals if the property fronts and has a driveway off Franklin Ave. between 5th and Harbor Dr. This was previously approved by the Planning Commission with conditions. Most notable was the property boundary survey, which was provided. In the survey, if it was found that the dumpster was on the owner's property, the dumpster needed to be removed or screened.

According to title research, while the dumpster is on the owner's property, another property owner has a perpetual easement to keep it in that particular location.

Due to the dumpster not being removed or screened, staff cannot approve the condition; therefore, the special land use cannot be approved and is being brought back before the Planning Commission for reconsideration.

Applicant Katie Broekhoff was present. She explained that she was not giving the easement document before closing on the property. The applicant tried to reach out to the dumpster owner to abide by the conditions, but she was met with opposition. The applicant is asking Commissioners to remove the condition from the Special Land Use Permit.

Borchers said he would wait to hear what fellow commissioners said before commenting.

Smelker stated she would like to determine when the ordinance was composed for the screening to see if it is grandfathered. If so, it would then become a code enforcement issue.

Pierce also agreed that the grandfathered issue needs to be addressed, and code enforcement should help solve the issue.

Broekhoff also mentioned that the dumpster, which is as large as the easement, currently could not accommodate a screen.

Skelly suggested that the City Attorney get involved to investigate the matter.

Commissioners continued to discuss ways to navigate the situation, and it would be up to the easement owner to adhere to the ordinance. Ultimately, the commissioners concluded that a motion could be made to remove the condition from the property and turn the easement agreement over to Code Enforcement. This would allow the property to function as a short-term rental.

Owens made a motion, seconded by Vice-Chair Galligan, regarding case 24-28, for a Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004). The condition of approval would be amended to state that the third condition regarding the dumpster enclosure would be eliminated, as the findings showed there was a perpetual easement agreement placed upon previous owners.

Roll call vote. All ayes. Motion passed.

Zoning Board of Appeals Liaison Report

Last month, ZBA approved a sign variance at Earth's Edge.

There will not be a meeting in January.

All vacancies are filled on the board, which also includes an alternate.

City Planner Report

Completing Annual Report.

A law was passed that required housing requirements to be included in the Master Plan. Encouraged Commissioner to participate in the Community Engagement Survey.

Call to the Audience: Second Opportunity

None.

Motion made to Adjourn.

Roll call vote. All ayes. Motion passed.

Adjournment: Chair Dora adjourned the meeting at 8:57 pm.

Melissa Bos, Executive Assistant to City Manager

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



MEMORANDUM

TO: Ashley Latsch - City Manager

CC: Derek Gajdos, Director of Public Works

Derek Lemke, Facilities and Grounds Manager

FROM: Dana Kollewehr – Assistant City Manager \mathcal{DK}

DATE: December 23, 2024

SUBJECT: Public Safety Design Build Contract Approval

The existing Department of Public Safety (DPS) garage is slated for replacement after the sale of the City Annex building on 5th Street. A new DPS garage is proposed for a portion of the City parking lot at 6th Street and Columbus Avenue. To facilitate the design and construction of the building before it becomes necessary for DPS vehicles and training exercises to vacate the existing garage space, city staff sought approval to utilize a design-build process for executing this project. This common approach combines the design and construction services into a single contract with a single firm. This process differs from a traditional design-bid-build process where city staff would present a proposal for engineering services, followed by design, bidding, and then hiring a contractor to execute the project.

The primary benefit of pursuing a design-build process is that it is a more streamlined process with a single contract, resulting in less overall time to accomplish the project. Additionally, the design-build process often results in greater cohesiveness between the design and build process to reduce the likelihood of the project going over budget.

City staff opened bids for design-build firms on December 4, 2024. Eight (8) bids were received for design, technical specifications, and construction bidding services. Lakewood Construction was the lowest, verified, qualified bidder to supply all requested information with a bid of \$36,000 for the services outlined in the proposal. The bid tabulation and proposal are attached.

City staff recommends that the City Council approve a \$36,000 contract with Lakewood Construction Company of Holland, Michigan, for Design-Build services, as outlined in the enclosed contract, and allow the Mayor and City Clerk to execute the necessary documents.



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STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)



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STANDARD DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Lump Sum Price)

TABLE OF ARTICLES

- 1. AGREEMENT
- 2. GENERAL PROVISIONS
- 3. DESIGN-BUILDER'S RESPONSIBILITIES
- 4. OWNER'S RESPONSIBILITIES
- 5. SUBCONTRACTS
- 6. CONTRACT TIME
- 7. CONTRACT PRICE
- 8. CHANGES IN THE WORK
- PAYMENT
- 10. INDEMNITY, INSURANCE, AND BONDS
- 11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
- 12. DISPUTE MITIGATION OR RESOLUTION
- 13. MISCELLANEOUS
- 14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Job Number:

This Agreement is made this 18th Day of December in the year 2024, by and between the

OWNER: City of Grand Haven, 519 Washington Ave., Grand Haven, MI 49417

and the

DESIGN-BUILDER: Lakewood Construction Company, 11253 James St., Holland, MI 49424

Tax identification number (TIN): 38-2136349

PROJECT: City of Grand Haven Public Safety Storage

ARTICLE 2 GENERAL PROVISIONS

- 2.1 TEAM RELATIONSHIP Each Party agrees to act on the basis of trust, good faith, and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.
 - 2.1.1 Neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner unless authorized in writing by Owner's Representative.
- 2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts of interest which may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Design Professional, Subcontractors, Subsubcontractors, Suppliers or Others, to secure preferential treatment.



1

ConsensusDocs **0415 - Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price) **02017, Revised October 2019. THIS DOCUMENT MAY HAVE BEEN MODIFIED. The ConsensusDocs technology platform creates a redline comparison to the standard language which the purchaser of this contract is authorized to share for review purposes. Consultation with legal and insurance counsel are strongly encouraged. You may only make copies of finalized documents for distribution to parties in direct connection with this contract. Any other uses are strictly prohibited.

CONTENT SECURE ID: BF1B654E-8438

- 2.3 DESIGN PROFESSIONAL Architectural and engineering services shall be procured from licensed, independent design professionals retained by Design-Builder or furnished by licensed employees of Design-Builder, as permitted by the Law. The person or entity providing architectural and engineering services shall be referred to as Design Professional. If Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between Design-Builder and Design Professional.
 - 2.3.1 STANDARD OF CARE Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the Services are provided.

2.4 DEFINITIONS

- 2.4.1 "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.
 - Exhibit A: Owner Breakdown (Lump Sum Price) To be developed consistent with proposal. Exhibit B: Task Schedule & Cost
- 2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- 2.4.3 A "Change Order" is a written order signed by Owner and Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.
- 2.4.4 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.
- 2.4.5 The "Contract Documents" consist of those documents identified in §14.1.
- 2.4.6 The "Contract Time" is the period between the Date of Commencement and total time authorized to achieve Final Completion.
- 2.4.7 "Day" means calendar day.
- 2.4.8 "Date of Commencement" is as provided for in §6.1.
- 2.4.9 "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.
- 2.4.10 "Final Completion" occurs on the date when Design-Builder's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable.
- 2.4.11 A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.



- 2.4.12 "Contingency" is a sum of money to cover costs of the work for scope that Design Builder is responsible for and is exclusively controlled by Design Builder. Any unused contingency shall accrue 100% to owner.
- 2.4.13 "Law" means a federal, state or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that are enacted as of the Agreement date.
- 2.4.14 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- 2.4.15 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in Design-Builder's principal and branch offices; (b) general and administrative expenses of Design-Builder's principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder's capital expenses, including interest on capital used for the Work.
- 2.4.16 The "Owner" is the person or entity identified in ARTICLE 1, and includes Owner's representative.
- 2.4.17 The "Owner's Program" is a description of Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications, and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite.
- 2.4.18 The "Parties" are collectively Owner and Design-Builder.
- 2.4.19 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by Owner or Others.
- 2.4.20 "Project schedule" A schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.
- 2.4.21 A "Subcontractor" is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.
- 2.4.22 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by The Parties.
- 2.4.23 A "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or other Subsubcontractor, or Supplier to perform any portion of the Work or to supply material or equipment.
- 2.4.24 A "Supplier" is a person or entity retained by Design-Builder to provide material and equipment for the Work.



- 2.4.25 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- 2.4.26 The "Work" is the design services procured in accordance with §3.1, the construction services provided in accordance with §3.2, additional services in accordance with §3.11, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- 2.4.27 "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

- 3.1 DESIGN SERVICES Pursuant to a mutually agreeable schedule, Design-Builder shall submit for Owner's written approval, as applicable, Design Development Documents or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by Owner.
 - 3.1.1 If required, the Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion.
 - 3.1.2 The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When Design-Builder submits the Construction Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to Owner before commencing construction.

3.1.3 OWNERSHIP OF DOCUMENTS

3.1.3.1 OWNERSHIP OF TANGIBLE DOCUMENTS Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11. Owner's acquisition of the copyright shall be subject to Owner's making of all payments required by this Agreement.



4

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3.1.3.2 COPYRIGHT The Parties agree that Owner □ shall/ ☑ shall not obtain ownership of the copyright of all Documents. Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by §3.1.3.1 and the payment of the fee reflecting the agreed value of the copyright set forth below:

If the Parties have not made a selection to transfer copyright interests in the Documents, the copyright shall remain with Design-Builder.

- 3.1.3.3 USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under §3.1.3.1, provided payment has been made pursuant to §3.1.3.1
- 3.1.3.4 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design-Builder's involvement or on other projects is at Owner's sole risk, except for Design-Builder's indemnification obligations, and Owner shall indemnify and hold harmless Design-Builder, its Design Professional, Subcontractors, and consultants, and the agents, officers, directors, and employees of each of them, from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use.
- 3.1.3.5 DESIGN-BUILDER'S USE OF DOCUMENTS Where Design-Builder has transferred its copyright interest in the Documents under §3.1.3.1, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.
- 3.1.3.6 Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement, and Design-Builder shall provide evidence that such rights have been secured.

3.2 CONSTRUCTION SERVICES

- 3.2.1 Construction will commence upon the issuance by Owner of a written notice to proceed.
- 3.2.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.
- 3.2.3 COMPLIANCE WITH LAW Design-Builder shall give all notices and comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including Owner, is received.
 - 3.2.3.1 CHANGES IN LAW The Contract Price or Contract Time, or both shall be equitably adjusted by Change Order for additional costs or time needed resulting from any change in Law, including increased taxes, enacted after the date of this Agreement



- 3.2.4 Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from Owner. It shall be revised as required by the conditions of the Work.
- 3.2.5 Design-Builder shall obtain and Owner shall pay the building permits necessary for the construction of the Project.
- 3.2.6 Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.
- 3.2.7 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is required by Owner and as agreed to by The Parties.
- 3.2.8 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.
- 3.2.9 Design-Builder shall prepare and submit to Owner either:

final marked up as-built drawings X] updated electronic data
X] updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

3.3 CONSTRUCTION SCHEDULE Design-Builder shall prepare and submit a Schedule of Work for Owner's acceptance and written approval. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

3.4 SAFETY OF PERSONS AND PROPERTY

- 3.4.1 SAFETY PRECAUTIONS AND PROGRAMS Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.
- 3.4.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:
 - 3.4.2.1 its employees and other persons at the Worksite;
 - 3.4.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and



6

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- 3.4.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.
- 3.4.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to prevent accidents. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project superintendent. Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.
- 3.4.4 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.
- 3.4.5 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Design-Builder, or anyone for whose acts Design-Builder may be liable, shall be promptly remedied by Design-Builder. Damage or loss attributable to the acts or omissions of Owner or Others and not to Design-Builder shall be promptly remedied by Owner.
- 3.4.6 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not adopt corrective measures, Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.
- 3.5 EMERGENCIES In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, on account of emergency work shall be determined as a Change Order.

3.6 HAZARDOUS MATERIAL

- 3.6.1 Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.
- 3.6.2 If after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall report the condition to Owner and, if required, the government agency with jurisdiction.
- 3.6.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.



- 3.6.4 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.
- 3.6.5 To the extent not caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall indemnify and hold harmless Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to §6.5, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.
- 3.7 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Design-Builder, Subcontractors, Owner or Others, shall be maintained at the Project by Design-Builder and made available to Owner and Subcontractors.
 - 3.7.1 During Design-Builder's performance of the Work, Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Design-Builder if such materials or substances are required by the Contract Documents.
 - 3.7.2 §3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.
 - 3.7.3 Because mold and fungi originate from many sources, the Owner understands that the Contractor does not warrant against the presence of mold, pathogen organisms, spores, bacteria, yeast, mildew, fungi, viruses, microtoxins, or other metabolic products (collectively "Mold") in the Project or Work. The Owner assumes the risk of Mold in the Project or Work, and releases the Contractor from responsibility or liability for any damages caused or allegedly caused by Mold, including, but not limited to, property damage, lost value, or any adverse health effects or conditions. Any and all express and implied warranties that may apply to present or future Mold in the Project or Work, including any implied warranty of fitness for a particular purpose, are disclaimed by the Contractor and waived by the Owner to the fullest extent permitted by law. The Owner agrees to indemnify, defend and hold the Contractor harmless for any and all claims, damages, and liabilities for injury to any person or damages to any property arising from or relating to Mold in the Project or Work.

3.8 WARRANTY

- 3.8.1 Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion.
- 3.8.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. To the extent products, equipment, systems, or materials incorporated in the Work are specified by Owner but purchased by Design-Builder and are inconsistent with selection criteria that otherwise would have been followed by Design-Builder, Design-Builder shall assist Owner in pursuing warranty claims. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF



8

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MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

- 3.8.3 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.
- 3.8.4 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.
- 3.8.5 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.9 CORRECTION OF WORK WITHIN ONE YEAR

- 3.9.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Design-Builder or give Design-Builder an opportunity to test or correct Defective Work as reasonably requested by Design-Builder, Owner waives Design-Builder's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.
- 3.9.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.
- 3.9.3 If Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.
- 3.9.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Design-Builder does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the correction costs it incurs.
- 3.9.5 If Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.



- 3.9.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.
- 3.9.7 Before final payment, at Owner's option and with Design-Builder's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.
- 3.10 CONFIDENTIALITY Design-Builder shall treat as confidential and not disclose to third-persons, except Subcontractors, Subsubcontractors, and Design Professional as is necessary for the performance of the Work, or use for its own benefit any of Owner's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to Design-Builder or which Design-Builder may acquire in connection with the Work. Owner shall treat as confidential information all of Design-Builder's estimating systems and historical and parameter cost data that may be disclosed to Owner in connection with the performance of this Agreement. The Parties shall each specify those items to be treated as confidential and shall mark them as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.
- 3.11 ADDITIONAL SERVICES Design-Builder shall provide or procure the following Additional services upon the request of Owner. A written agreement between The Parties shall define the extent of such Additional services. Such Additional services shall be considered a Change in the Work, unless they are specifically included in §3.1 or §3.2.
 - 3.11.1 Assisting in the developing Owner's Program, establishing the Project budget, investigating sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project;
 - 3.11.2 Consultations, negotiations, and documentation supporting the procurement of Project financing;
 - 3.11.3 Surveys, site evaluations, legal descriptions, and aerial photographs;
 - 3.11.4 Appraisals of existing equipment, existing properties, new equipment, and developed properties;
 - 3.11.5 Soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project;
 - 3.11.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits;
 - 3.11.7 Investigation or making measured drawings of existing conditions or the verification of Owner-provided drawings and information;
 - 3.11.8 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work;
 - 3.11.9 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project;
 - 3.11.10 Interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;



- 3.11.11 Making revisions to design documents after they have been approved by Owner when revisions are due to causes beyond the control of Design-Builder. Causes beyond the control of Design-Builder do not include acts or omissions on the part of Subcontractors, Subsubcontractors, or Design Professional;
- 3.11.12 Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of this Agreement;
- 3.11.13 Estimates, proposals. appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Design-Builder;
- 3.11.14 The premium portion of overtime work ordered by Owner including productivity impact costs, other than that required by Design-Builder to maintain the Schedule of Work;
- 3.11.15 Out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Project site;
- 3.11.16 Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial startup;
- 3.11.17 Services for tenant or rental spaces not required by this Agreement;
- 3.11.18 services requested by Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;
- 3.11.19 Except when Design Professional is a party to the proceeding, serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;
- 3.11.20 document reproduction exceeding the limits provided for in this Agreement;
- 3.11.21 providing services relating to Hazardous Material discovered at the Worksite;
- 3.11.22 acting as a Green Building Facilitator as identified in the ConsensusDocs 310 Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;
- 3.11.23 performing formal commissioning services; and
- 3.11.24 other services as agreed to by the Parties and identified in an attached exhibit.
- 3.12 DESIGN-BUILDER'S REPRESENTATIVE Design-Builder shall designate a person who shall be Design-Builder's authorized representative. Design-Builder's Representative is Kyle Vyncke.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.



- 4.2 FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Design-Builder, Owner shall provide Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to Design-Builder's commencing or continuing the Work. Design-Builder shall be notified before any material change in Project financing.
- 4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, Owner shall provide at Owner's expense and with reasonable promptness:
 - 4.3.1 information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;
 - 4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;
 - 4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and
 - 4.3.4 any other information or services requested in writing by Design-Builder which are required for Design-Builder's performance of the Work and under Owner's control.
- 4.4 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Design-Builder's written request, Owner shall provide Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

4.5 RESPONSIBILITIES DURING DESIGN

4.5.1 Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

4.6 RESPONSIBILITIES DURING CONSTRUCTION

- 4.6.1 Owner shall review the Construction Schedule, timely approve milestone dates set forth, and timely respond to its obligations.
- 4.6.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.
- 4.6.3 Owner shall have no contractual obligations to Subcontractors, suppliers, or Design Professional.
- 4.6.4 Owner shall provide insurance for the Project as provided in ARTICLE 10.
- 4.7 TAX EXEMPTION If in accordance with Owner's direction Design-Builder claims an exemption for taxes, Owner shall indemnify and hold Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's direction.
- 4.8 ELECTRONIC DOCUMENTS If Owner requires that The Parties exchange documents and data in electronic or digital form, before any such exchange, The Parties shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate agreement, which, at a minimum, shall



- specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. The Parties shall each bear their own costs for the requirements identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.
- 4.9 Owner's Representative is Dana Kollewehr. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c) have the authority to bind Owner in all matters requiring Owner's approval, authorization or written notice. If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing in advance.

ARTICLE 5 SUBCONTRACTS

- 5.1. RETAINING SUBCONTRACTORS Design-Builder shall not retain any Subcontractor or Supplier to whom Owner has a reasonable and timely objection, provided that Owner agrees to increase the Contract Price for any additional costs incurred by Design-Builder as a result of such objection. Owner may propose subcontractors to be considered by Design-Builder. Design-Builder shall not be required to retain any subcontractor to whom Design-Builder has a reasonable objection.
- 5.2. MANAGEMENT OF SUBCONTRACTORS Design-Builder shall be responsible for the management of Subcontractors in the performance of their work.
- 5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS
 - 5.3.1. If this Agreement is terminated, each subcontract agreement shall be assigned by Design-Builder to Owner, subject to the prior rights of any surety, provided that:
 - 5.3.1.1. this Agreement is terminated by Owner pursuant to §11.2 or §11.3; and
 - 5.3.1.2. Owner accepts such assignment, after termination by notifying the Subcontractor and Design-Builder in writing, and assumes all rights and obligations of Design-Builder pursuant to each subcontract or supply agreement.
 - 5.3.2. If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, if appropriate, Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.
- 5.4. BINDING OF SUBCONTRACTORS AND SUPPLIERS Design-Builder agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its Subsubcontractors and significant Suppliers) to all the provisions of this Agreement and the Contract Documents' applicable provisions to that portion of the Work.

ARTICLE 6 CONTRACT TIME

- 6.1. DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below To Be Determined (see Exhibit B). The Work shall proceed in general accordance with the Project Schedule which may be amended in accordance with this Agreement.
- 6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION



13

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- 6.2.1. Substantial Completion of the Work shall be achieved by To Be Determined (see Exhibit B). Unless otherwise specified, the Work shall be finally complete within Sixty (60) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.
- 6.2.2. Time is of the essence with regards to the obligations of the Contract Documents.

6.3. DELAYS AND EXTENSIONS OF TIME

- 6.3.1. If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.
- 6.3.2. In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of Owner or Others, changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by Design-Builder or concealed or unknown conditions, delay authorized by Owner pending dispute resolution, and suspension by Owner under §ARTICLE 11, Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to §6.5.
- 6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.4. SUBSTANTIAL COMPLETION

- 6.4.1. SUBSTANTIAL COMPLETION The Parties agree that the definition of Substantial Completion is defined in paragraph 2.4.22 but punchlist may not be complete.
- 6.5. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.4 and excluding losses covered by insurance required by the Contract Documents, Owner and Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. Design-Builder agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.
 - 6.5.1. The following items of damages are excluded from this mutual waiver:



6.5.2. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. Owner and Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 CONTRACT PRICE

The Contract Price is Thirty-Six Thousand dollars (\$36,000) subject to adjustment after, Task 3 per proposal is complete, and design as provided in ARTICLE 8.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

- 8.1.1. Design-Builder may request or Owner, without invalidating this Agreement, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.
- 8.1.2. The Parties shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion shall not be unreasonably withheld.
- 8.1.3. NO OBLIGATION TO PERFORM Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed.

8.2. MINOR CHANGES IN THE WORK

- 8.2.1. Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.
- 8.2.2. Design-Builder shall promptly inform Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by Design-Builder.
- 8.3. CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design-Builder shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and then issue an Interim



15

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Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Design-Builder is to proceed. Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this ARTICLE 8.

8.4. DETERMINATION OF COST

- 8.4.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
 - 8.4.1.1. unit prices set forth in this Agreement or as subsequently agreed;
 - 8.4.1.2. a mutually accepted, itemized lump sum; or
 - 8.4.1.3. COST OF THE WORK Cost of the Work as defined by this §8.4.1.3 plus 10% for Overhead and Profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:
 - 8.4.1.3.1. Labor at applicable billing rates directly employed by Design-Builder performing the Work;
 - 8.4.1.3.2. Billing rates of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;
 - 8.4.1.3.3. Included in all billing rates are cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder who are included in the Cost of the Work in §8.4.1.3.1 and §8.4.1.3.2;
 - 8.4.1.3.4. Reasonable transportation, travel, and hotel expenses of Design-Builder's personnel incurred in connection with the Work;
 - 8.4.1.3.5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;
 - 8.4.1.3.6. Payments made by Design-Builder to Subcontractors for performed Work;
 - 8.4.1.3.7. Fees and expenses for design services procured or furnished by Design-Builder
 - 8.4.1.3.8. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Design-Builder;
 - 8.4.1.3.9. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design-Builder or



others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

- 8.4.1.3.10. Cost of the premiums for all insurance and surety bonds which Design-Builder is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the cost of the Work;
- 8.4.1.3.11. Sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable;
- 8.4.1.3.12. Permits, fees, licenses, tests, and royalties;
- 8.4.1.3.13. Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Design-Builder's negligence.
- 8.4.1.3.14. Water, power, and fuel costs necessary for the changed Work;
- 8.4.1.3.15. Cost of removal of all nonhazardous substances, debris, and waste materials:
- 8.4.1.3.16. Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents for the changed Work
- 8.4.1.3.17. DISCOUNTS All discounts for prompt payment made by Design Builder shall accrue to Design-Builder. All trade returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;
- 8.4.1.3.18. COST REPORTING Design-Builder shall maintain complete and current records that comply with generally accepted accounting principles and calculate the Cost of Work. Owner shall be afforded access to Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to requested payment for Cost of the Work. Design-Builder shall preserve all such records for a period of one year after the final payment or longer where required by Law;
- 8.4.1.3.19. COST AND SCHEDULE ESTIMATES Design-Builder shall use reasonable skill and judgment in the preparation of a cost estimate or schedule for a change to the Work, but does not warrant or guarantee their accuracy.
- 8.4.1.3.20. Cost of the Work pursuant to §8.5.1.3 is determined net of savings from the change. Design-Builder's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease ten (10) percent or more. Design-Builder shall maintain a documented, itemized accounting evidencing expenses and savings.
- 8.4.2. If unit prices are indicated in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Design-Builder, such unit prices shall be equitably adjusted.



- 8.4.3. If Owner and Design-Builder disagree as to whether work required by Owner is within the scope of the Work, Design-Builder shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations. If Owner issues a written order for Design-Builder to proceed, Design-Builder shall perform the disputed work and Owner shall pay Design-Builder fifty percent (50%) of its estimated cost to perform the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. Design-Builder's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.
- 8.5. CHANGES NOTICE For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, Design-Builder shall give Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim or within twenty-one (21) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than fourteen (14) Days after receipt of Design-Builder's documentation of claim. Owner's failure to so respond shall be deemed a denial of Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.
- 8.6. INCIDENTAL CHANGES Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. PROGRESS PAYMENT

- 9.1.1. Before submitting the first application for payment, Design-Builder shall provide a Schedule of Values satisfactory to Owner, consisting of a breakdown of the Contract Price.
- 9.1.2. On or before the Last Day of each month after the Work has commenced, Design-Builder shall submit to Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials, or otherwise to protect Owner's interest including transportation to the site.
- 9.1.3. Within seven (7) Days after receipt of each monthly application for payment, Owner shall give written notice to Design-Builder of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after receipt of such Application, Owner shall pay directly to Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Design-Builder cannot agree on a revised amount,



18

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then, within fifteen (15) Days after its initial rejection in part of such application, Owner shall pay directly to Design-Builder the appropriate amount for those items not rejected by Owner for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

- 9.1.4. If Owner fails to pay Design-Builder at the time payment of any amount becomes due, then Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within seven (7) Days after receipt of the notice by Owner, and after such seven (7) Day period, stop the Work until payment of the amount owing has been received.
- 9.1.5. Payments due but unpaid pursuant to §9.1.3, less any amount retained pursuant to §9.2 or §9.3, may bear interest from the date payment is due at the prime rate plus 2% prevailing at the place of the Project.
- 9.1.6. Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to Owner upon receipt of such payment by Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."
- 9.1.7. Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.
- 9.1.8. Upon Substantial Completion of the Work, Owner shall pay Design-Builder the unpaid balance of the Contract Price, less a sum equal to one hundred fifty percent (150%) of Design-Builder's estimated cost of completing any unfinished items as agreed to between The Parties as to extent and time for completion. Owner thereafter shall pay Design-Builder monthly the amount retained for unfinished items as each item is completed.
- 9.1.9. STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the site.
- 9.2. RETAINAGE From each progress payment made before the time of Substantial Completion, Owner may retain Zero percent (0%) of the amount otherwise due after deduction of any amounts as provided in §9.3.
- 9.3. ADJUSTMENT OF AN APPLICATION FOR PAYMENT Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Design-Builder is responsible under this Agreement:
 - 9.3.1. Design-Builder's repeated failure to perform the Work as required by the Contract Documents;
 - 9.3.2. except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Design-Builder to Owner, or others to whom Owner may be liable;



- 9.3.3. Design-Builder's failure to pay either Design Professional, Subcontractor or Supplier following receipt of payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;
- 9.3.4. Defective Work not corrected in a timely fashion;
- 9.3.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by Owner as a result of the anticipated delay caused by Design-Builder;
- 9.3.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;
- 9.3.7. uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and
- 9.3.8. uninsured third-party claims involving Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Design-Builder furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Design-Builder, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Design-Builder in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4. OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK Portions of the Work that are completed or partially completed may be used or occupied by Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) or sureties consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work. Design-Builder shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy or use, provided such partial occupancy or use is of value to Owner.

9.5. FINAL PAYMENT

- 9.5.1. Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.
- 9.5.2. In making final payment Owner waives all claims except for:
 - 9.5.2.1. outstanding liens;
 - 9.5.2.2. improper workmanship or defective materials appearing within one year after the date of Substantial Completion;
 - 9.5.2.3. Work not in conformance with the Contract Documents; and



20

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9.5.2.4. terms of any special warranties required by the Contract Documents.

9.5.3. In accepting final payment, Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1. INDEMNITY

- 10.1.1. To the fullest extent permitted by law, Design-Builder shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under §10.3, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent or intentionally wrongful acts or omissions of the Indemnitees. Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.
- 10.1.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design-Builder, its officers, directors, or members, Subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under §10.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by the subsection above.
- 10.1.3. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Design-Builder, anyone directly or indirectly employed by Design-Builder or anyone for whose acts Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Design-Builder under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

10.2. DESIGN-BUILDER'S LIABILITY INSURANCE

10.2.1. Before commencing the Work and as a condition for payment, Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

10.2.1.1. Employers' Liability Insurance

(a) \$1,000,000 bodily injury by accident per accident



21

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- (b) \$1,000,000 bodily injury by disease policy limit
- (c) \$1,000,000 bodily injury by disease per employee
- 10.2.1.2. Business Automobile Liability Insurance per accident \$1,000,000.
- 10.2.1.3. Commercial General Liability Insurance
 - (a) Per occurrence \$1,000,000
 - (b) General aggregate \$2,000,000
 - (c) Products/completed operations aggregate \$2,000,000
 - (d) Personal and advertising injury limit \$1,000,000
- 10.2.2. Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage required under §10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.
- 10.2.3. Design-Builder shall maintain in effect all insurance coverage required under §10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Design-Builder, or terminate this Agreement.
- 10.2.4. To the extent commercially available to Design-Builder and its current insurance company, insurance policies required under §10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Design-Builder shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3. PROPERTY INSURANCE

- 10.3.1. Before starting the Work, owner shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also: (a) name Design-Builder, Subcontractors, Subsubcontractors, Suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:
 - 10.3.1.1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused;
 - 10.3.1.2. damage resulting from defective design, workmanship, or material;
 - 10.3.1.3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant, or



structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;

- 10.3.1.4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
- 10.3.1.5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
- 10.3.1.6. physical loss resulting from Terrorism.
- 10.3.2. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Design-Builder has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Design-Builder shall provide a copy of the property policy or policies obtained in compliance with §10.3.1.
- 10.3.3. If Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §10.3.1, then Owner shall give written notice to Design-Builder and the Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §10.3.1. Owner may then provide insurance to protect its interests and the interests of the Design-Builder, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.
- 10.3.4. The Parties waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.
- 10.3.5. To the extent of the limits of Design-Builder's CGL specified in § 10.2, Design-Builder shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent of the negligent acts or omissions of Design-Builder, Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- 10.3.6. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §10.3.1 until the Date of Final Completion.

10.4. ADDITIONAL GENERAL LIABILITY COVERAGE

10.4.1. Owner ☑ shall/ ☐ shall not require Design-Builder to purchase and maintain additional liability coverage.



23

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CONTENT SECURE ID: BF1B654E-8438

10.4.2. If required by the above subsection, the additional liability coverage required of Design-Builder shall be:

Additional Insured. Owner shall be named as an additional insured on Design-Builder's Commercial General Liability Insurance specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent or intentionally wrongful acts or omissions of Design-Builder, or those acting on Design-Builder's behalf, in the performance of Design-Builder's Work for Owner at the Worksite. The insurance of the Subcontractor shall be primary and non-contributory to any insurance available to the Additional Insureds.

□ OCP. Design-Builder shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on Commercial General Liability Insurance specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Design-Builder by increasing the contract price to correspond to the actual cost required to purchase and maintain the additional liability coverage.

Before commencing the Work, Design-Builder shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

10.5. ROYALTIES, PATENTS, AND COPYRIGHTS Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Design-Builder and incorporated in the Work. Design-Builder shall indemnify and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to indemnify and hold Design-Builder harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner.

10.6. PROFESSIONAL LIABILITY INSURANCE Design-Builder shall obtain, either itself or through Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

☑ Practice Policy or ☐ Project Specific Coverage

written for not less than \$1,000,000 per claim and in the aggregate with a deductible not to exceed \$50,000. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by Design Professional. This coverage shall be continued in effect for three years after the Date of Substantial Completion.

10.7. BONDING

10.7.1. Performance and Payment Bonds ☒ are/ ☐ are not required of Design-Builder.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY OWNER FOR CONVENIENCE



24

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CONTENT SECURE ID: BF18654E-8438

- 11.1.1. Owner may order Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as Owner may determine to be appropriate for its convenience.
- 11.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2. NOTICE TO CURE A DEFAULT

11.2.1. If Design-Builder persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Construction Schedule, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Design-Builder may be deemed in default.

If Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then Owner shall give Design-Builder a second notice to correct the default within a three (3) Day period.

- 11.2.2. After receiving Owner's written notice, if Design-Builder fails to promptly commence and continue satisfactory correction of the default, then Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to Design-Builder; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.
- 11.2.3. In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to Design-Builder, but shall give o Design-Builder prompt notice.

11.3. OWNER'S RIGHT TO TERMINATE FOR DEFAULT

- 11.3.1. TERMINATION BY OWNER FOR DEFAULT Upon expiration of the second notice for default period pursuant to §12.2 and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Design-Builder's failure to cure, including the costs to complete the Work and reasonable attorneys' fees, exceed the GMP, Design-Builder shall be liable to Owner for such excess costs. If Owner's costs are less than the GMP, Owner shall pay the difference to Design-Builder. If Owner exercises its rights under this section, upon the request of Design-Builder, Owner shall furnish to Design-Builder a detailed accounting of the costs incurred by Owner.
- 11.3.2. If Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if Design-Builder or Design-Builder's trustee rejects the Agreement or, if a default occurs and Design-Builder is unable to give adequate assurance of required performance; or (c) Design-Builder is otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.
- 11.3.3. Owner shall make reasonable efforts to mitigate damages arising from Design-Builder's default, and shall promptly invoice Design-Builder for all amounts due.



25

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CONTENT SECURE ID: BF1B654E-8438

- 11.4. TERMINATION BY OWNER FOR CONVENIENCE If Owner terminates this Agreement other than as set forth in §11.1.2, Owner shall pay Design-Builder for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs. In addition, Design-Builder shall be paid an amount calculated as set forth below: No added premium above work executed and demobilization of Design-Builder's costs.
 - 11.4.1. If Owner terminates this Agreement before commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values and a premium as set forth below: No added premium above unpaid balance od Design-Builder's costs.
 - 11.4.2. If Owner terminates this Agreement after commencing construction, Design-Builder shall be paid the unpaid balance of Design-Builder's design costs as set forth in the Schedule of Values, the Construction services provided to date, reasonable attorneys' fees and costs related to termination, and a premium as set forth below: No added premium above unpaid balance of Design-Builder's design cost.
 - 11.4.3. Owner shall also pay to Design-Builder fair compensation, either by purchase or rental at the election of Owner, for all equipment retained. Owner shall assume and become liable for obligations, commitments, and unsettled claims that Design-Builder has previously undertaken or incurred in good faith in connection with the Work or as a result of the termination of this Agreement. As a condition of receiving the payments provided under this article, Design-Builder shall cooperate with Owner by taking all steps necessary to accomplish the legal assignment of Design-Builder's rights and benefits to Owner, including the execution and delivery of required papers.

11.5. TERMINATION BY DESIGN-BUILDER

- 11.5.1. Seven (7) Days' after Owner's receipt of written notice from Design-Builder, Design-Builder may terminate this Agreement for any of the following reasons: if the Work has been stopped for a thirty (30) Day period through no fault of the Design-Builder: (a) under court order or order of other governmental authorities having jurisdiction, or (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Design-Builder, materials are not available; (c) Work is suspended by Owner for Convenience;
- 11.5.2. In addition, upon seven (7) Days written notice to Owner and an opportunity to cure within three (3) Days, Constructor may terminate this Agreement if Owner: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project; (b) assigns this Agreement over Design-Builder's reasonable objection; (c) fails to pay Design-Builder in in accordance with this Agreement and Design-Builder stopped Work accordingly; or (d) otherwise materially breaches this Agreement.
- 11.5.3. Upon termination by Design-Builder in accordance with §11.5.1, Design-Builder shall be entitled to recover from Owner payment for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs and reasonable damages. In addition, Design-Builder shall be paid an amount calculated as set forth either in §11.4.1 or §11.4.2, depending on when the termination occurs, and §11.4.3.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.



- 12.2. DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.
- 12.3. MITIGATION If the Parties select one of the dispute mitigation procedures provided below, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §12.5. The Parties agree that the dispute mitigation procedure shall be:

□ Project Neutral	(Neutral) or \square Di	spute R	Review	Board ((DRB)
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- 12.4. MITIGATION PROCEDURES As soon as practicable after Agreement execution, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. The Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.
 - 12.4.1. If the matter remains unresolved following the issuance of the nonbinding finding or such findings are not made by the mitigation procedure or if the Neutral/Board fails to issue nonbinding findings within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §12.6.
 - 12.4.2. If the Parties execute a DRB Addendum, then the dispute mitigation procedures and time requirements in §12.4.1 and §12.4.2. shall be governed by that DRB Addendum.
- 12.5. MEDIATION If direct discussions pursuant to §12.1 do not result in resolution of the matter and no dispute mitigation procedure is selected under §12.2, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Business Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.
- 12.6. BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below.
- 12.7. ARBITRATION.



- The Parties choose binding arbitration for any claim or dispute arising out of or relating to this Agreement. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having iurisdiction.
- 12.7.1. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.
- 12.7.2. The arbitration shall use the following rules:

☑ the current AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. If arbitration is selected but no rules are selected, then this subsection shall apply by default;
☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
☐ the current arbitration rules of [] and administered by [].
12.8. LITIGATION

☐ Litigation in either the state or federal court having jurisdiction of the matter in the location of the **Project**

If not indicated, then litigation is default as opposed to arbitration.

- 12.8.1. COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.
- 12.8.2. VENUE The Project location shall serve as the venue.
- 12.9. MULTIPARTY PROCEEDING The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.
- 12.10. LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Design-Builder that Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS PROVISIONS



28

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- 13.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of The Parties and not for the benefit of any third party.
- 13.2. ASSIGNMENT Neither Owner nor Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Design-Builder than this Agreement. In the event of such assignment, Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.
- 13.3. GOVERNING LAW The Law in effect at the location of the Project shall govern this Agreement.
- 13.4. SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.
- 13.5. NOTICE Unless changed in writing, a Party's address indicated in ARTICLE 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service
- 13.6. NO WAIVER OF PERFORMANCE The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.
- 13.7. TITLES AND GROUPINGS The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.
- 13.8. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 14 CONTRACT DOCUMENTS

- 14.1. CONTRACT DOCUMENTS The Contract Documents are as follows:
 - (a) Owner Breakdown
- 14.2. ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) design documents approved by Owner pursuant



29

to §2.4.17 and §3.1.3 in order of the most recently approved; (d) information furnished by Owner pursuant to §4.1 or designated as a Contract Document in §ARTICLE 14; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

OWNER: City of Grand Haven		
BY:	NAME:	TITLE:
WITNESS:	NAME:	TITLE:
DESIGN-BUILDER: Lakewood Const	truction Company	
BY:	NAME: Nick Nykerk	_TITLE: _President
WITNESS:	NAME: Todd Miller	TITLE: CFO
END OF DOCUMENT.	•	





City of Grand Haven - Public Safety Storage Building

Exhibit A OWNER BREAKDOWN

Documents Dated: NA
Revision: 0
Project Square Footage: 3,500
Date: 12/18/2024

			Da	te: 12/18/2024
DIVISION	DIVISION TITLE		TOTAL	\$ COST/SF
00	Architectural / Pre-Construction Services		\$0	0.00
01	General Requirements		\$21,196	6.06
02	Site Demoltion		\$0	0.00
03	Concrete		\$0	0.00
04	Masonry		\$0	0.00
05	Metals		\$0	0.00
06	Woods & Plastics		\$0	0.00
07	Thermal & Moisture		\$0	0.00
80	Doors & Windows		\$0	0.00
09	Finishes		\$0	0.00
10	Specialties		\$0	0.00
11	Equipment		\$0	0.00
12	Furnishings		\$0	0.00
13	Special Construction		\$0	0.00
14	Conveying Systems		\$0	0.00
21	Fire Suppression		\$0	0.00
22	Plumbing		\$0	0.00
23	Heating/Ventialtion/AC		\$0	0.00
26	Electrical		\$0	0.00
27	Communications		\$0	0.00
28	Electronic Safety & Security		\$0	0.00
31	Earthwork		\$0	0.00
32	Exterior Improvements		\$0	0.00
33	Utilities		\$0	0.00
41	Material Processing & Handling		\$0	0.00
50	Miscellaneous		\$0	0.00
	Trade Cost Total:		\$21,196	6.06
	Insurances & Bonds: CGL Insurance		\$5,000	1.43
	Builders Risk Insurance (By Owner)		\$3,000	0.00
	PLM Bond (Not Included)		\$4,250	1.21
	·		¥4,230	1.21
	Administrative Fees			
	Permits & Plan Review Fees:		\$4,000	1.14
	CM Services:			
	Construction Staff		\$43,300	12.37
	Construction Fee	10.00%	\$0	0.00
	Project Contingency:			
	Construction Contingency	10.00%	\$0	0.00
	Subtotal		\$77,746	22.21
				40.00

*Note the above General Conditions are based on a 4 month construction schedule and a construction budget of \$450,000

\$36,000

\$113,746

10.29

32.50

Architectural/Engineering Fees

TOTAL BUDGET

TASK SCHEDULE & COST CITY OF GRAND HAVEN

DESIGN TASK 1

PROJECT SCHEDULE: TASK 1	
Project Award	January 6th, 2025
Design Iteration #1 Meeting	Week of January 13th, 2025
Design Iteration #2 Meeting	Week of January 20th, 2025
Final Design Deliverable	Week of January 27th, 2025

PROJECT INVESTMENT: TASK 1	
Architectural	\$5,400
Civil Engineering	\$1,500
Pre-Construction	\$550
	\$7,450

DESIGN TASK 2

PROJECT SCHEDULE: TASK 2	
City Approval to Procure Survey	Week of January 6th, 2025
City Approval to Procure Geotechnical	Week of January 6th, 2025
City Approval to Proceed with Task 2	Week of February 3rd, 2025
Kick off Technical Drawings	Week of February 10th, 2025
Technical Drawings Completed	Week of February 24th, 2025

PROJECT INVESTMENT: TASK 2	
Architecture	\$9,000
Geotechnical Engineering	\$3,500
Topographical & Boundary Survey	By Owner
Civil Engineering	\$7,500
Structural Engineering	\$3,500
Pre-Construction	\$550
	\$24,050

DESIGN TASK 3

PROJECT SCHEDULE: TASK 3					
City Approval to Proceed with Task 3	Week of March 3rd, 2025				
Project Bidding Begins	Week of March 10th, 2025				
Project Bids Due	Week of March 24th, 2025				
Project Post Pids	Week of March 31st, 2025				
Review Final Task 3 Deliverable	Week of April 7th, 2025				

PROJECT INVESTMENT: TASK 3	
Architecture	\$1,200
Pre-Construction	\$3,300
	\$4,500

DESIGN COST SUMMARY

PROJECT TASKS	NOT TO EXCEED COST
Task 1—Design Services	\$7,450
Task 2—Technical Services	\$24,050
Task 3—Construction Cost Bid	\$4,500

SERVICES

Lakewood will provide all services under a single contract. Architectural services will be provided by Lakewood Architecture and engineering services will be provided by Spalding DeDecker (resumes provided at end of this section).

Lakewood assumes owner will provide the applicable survey. If owner requires Lakewood to furnish a survey there will be a \$5,000 added allowance.



Department of Public Safety Design Build RFP Bid Tabulation 12/4/2024

			Design	Tech Specs	Construction Bidding	
<u>Bidder</u>	<u>Location</u>	Design Build Architecture Partner	<u>Task 1</u>	Task 2	Task 3	Total Bid Amount
Patron Construction Inc	Holton, MI	Dimensions in Architecture	\$11,800	\$1,000	\$1,200	\$14,000
Orion Construction	Grand Rapids, MI	r2 Design Group	\$2,500	\$2,500	\$10,000	\$15,000
Lakewood Construction	Holland, MI	Lakewood Architecture	\$7,450	\$24,050	\$4,050	\$35,550
Horizon Building Group	Nunica, MI	N/A	\$12,589	\$25,595	\$1,000	\$39,184
J.G. Morris Jr General Contractors	Grosse Ile, MI	Contour Land Group	\$15,000	\$18,500	\$8,500	\$42,000
Carbon Six Construction	Grand Rapids, MI	Create 3 Architecture	\$35,000	\$4,500	\$5,500	\$45,000
Journey Construction Group	Jenison, MI	Architektura	\$33,000	\$18,000	\$3,150	\$54,150
Clifford Buck Construction	Muskegon, MI	N/A	\$15,895	\$123,110	\$454,654	\$593,659

CITY OF GRAND HAVEN

Planning Department

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

TO: Ashley Latsch, City Manager

FROM: Brian Urguhart, City Planner

DATE: December 26, 2024

SUBJECT: Removal Sensitive Area Overlay on parcel #70-03-21-328-031 – 1st reading



Background

Parcel #70-03-21-328-031 is a 2.08-acre undeveloped parcel within the Neighborhood Mixed-Use District with frontage off Fulton Ave. Single family homes, Breakaway Bicycle, Haven Animal Hospital, Jeske Pool and the Salvation Army Offices are adjacent to this parcel.

In June 2024, the development team from the Salvation Army presented a preliminary plan for a housing development on the parcel. The development team claimed the site is presently overgrown brush and not a wetland. In addition, they assert the sensitive area overlay zoning district precludes housing development of the site. Neighborhood Mixed-Use permits multiple-family dwellings by right. Later this summer, the Salvation Army collaborated with the Dwelling Place to pursue Sensitive Area Overlay removal.

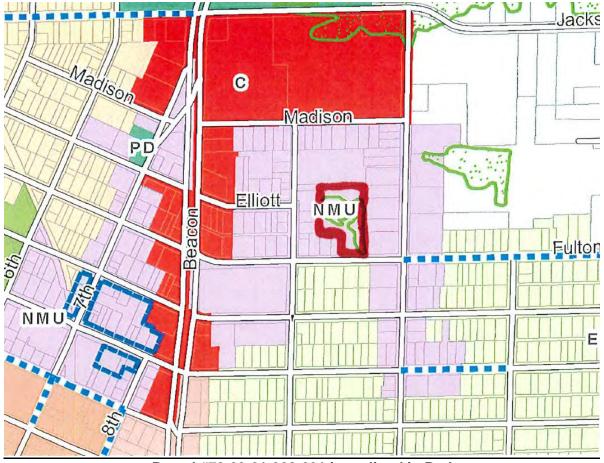
Planning Commission action

Recently, Dwelling Place obtained an option on the property, and consulted with an environmental consultant, TriTerra, to perform a Wetland Delineation Report. In November, pursuant to Sec. 40-422.06, the Planning Commission determined there was enough information in the Wetland Delineation Report to schedule a public hearing and reconsider the locally regulated wetland within the sensitive area. The wetland report described the property as undesirable wetland area, comprised of overgrown and shrub trees. Dwelling Place also noted the land surrounding the property was built up over time, and the wetland was never connected to a body of water of any kind. The applicant stated removing the sensitive area overlay would be appropriate, because no natural wetland of any kind previously existed on the parcel.

The applicant requested the Planning Commission make a recommendation to City Council to remove the sensitive area overlay zoning designation. According to <u>Sec. 40-422.02.B</u>. a wetland is determined to be sensitive because it "provides flood and storm control, wildlife habitat, pollution treatment, water recharge and storage area, benefits to water quality, and erosion control". Historical records and institutional knowledge have identified the land as a former celery field.

A public hearing was held on December 10th, and the majority of public comments were not in favor of removing the sensitive area overlay. Some public comments were focused on the proposed housing layout, which was included in the packet, but not directly related to the request. After the public hearing and reviewing the application, the Planning Commission unanimously recommended approval to remove the Sensitive Area Overlay designation from parcel #70-03-21-328-031, based on the fact the parcel no longer needed to be designated as a locally sensitive area.

CURRENT ZONING MAP



Parcel #70-03-21-328-031 is outlined in Red

Please keep in mind when the zoning ordinance was adopted to include the sensitive area overlay district, an option for the City to reconsider the designation was always available to implement. The Planning Commission feels confident the recommendation to remove the Sensitive Area Overlay designation is based on competent facts and findings listed in the Wetland Delineation Report.

The request is also <u>not a site plan review</u>. A concept plan was included in the applicant's submittal materials for reference only. Council is only being asked to consider removing the local regulation of a Sensitive Area Overlay on the zoning map.

City Council Action

January 6th shall be the 1st reading. If council agrees with recommendation to approve the rezoning, a 2nd reading will occur and the ordinance can be voted for adoption at the January 21st City Council meeting.

<u>Attachments:</u> Draft zoning ordinance amendment, rezoning application, December 10th PC meeting minutes, Wetland Report dated August 2024

REQUEST FOR ZONING CHANGE APPLICATION
Community Development Department, City of Grand Haven
519 Washington Avenue, Grand Haven, MI 49417
Phone: (616) 935-3276 Website: www.grandhaven.org

Address/location of property: *Please see Exhibit A Parcel #: 70-03-21-328-031 and 70-03-21-328-022	Master Plan designation: Traditional Neighborhood Mixed			
Current Use: Undeveloped Land	Proposed Use: Residential Housing			
Existing Zoning: Sensitive Area Overlay	Area in Acres: 2.09			
Proposed Zoning: Neighborhood Mixed Use - Remo				
	7			
SAO 2. Owner	3. Applicant			
Name: The Salvation Army	Name: Jacob Horner Address: 101			
Address: PO Box 181	Sheldon BLVD SE, Suite 2			
Grand Haven, MI 49417	Grand Rapids MI 49503			
Phone #:616 842 3380	Phone #: 517 230 4497			
Priorie #. <u>016 642 5360</u> Email:	Email: jhorner@dpgr.org			
eman;				
4. Required Attachments	Justification for request (see sec. 40-121 on page 2)			
PDF + 5 copies of application	Power of attorney (if applicable)			
Property deed (rezoning)	Power of autoritey (it applicable)			
	Existing and proposed section language from Zoning			
	Existing and proposed section ranguage from Zoming			
Plat or sketch (rezoning) 5. Fees and Escrow Deposit Application Fee: \$400 A deposit of \$1,500 shall be collected for all Plann	Ordinance (if the proposed amendment is a text amendment) ing Commission and Zoning Board of Appeals cases where it while hearing publication will be incurred. These expenses			
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City of Grand Haven – Request for zoning change application Updated December 2023 Page 4 of 4



1375 S. Washington Avenue, Suite 100 Lansing, Michigan 48910 517-702-0470 Fax 517-702-0477 www.triterra.us

August 19, 2024 (24-3775)

Dwelling Place of Grand Rapids, Inc. 109 Sheldon Ave Se, Suite 109 Grand Rapids MI, 49503

SUBJECT: Routine Wetland Delineation Report

VL Fulton St, Grand Haven, Michigan 49417

Parcel Tax ID 70-03-21-328-031

Triterra was retained to complete routine wetland delineation services on an approximately 2.09-acre tract of undeveloped land located north of Fulton Street and east of N. Despelder Street in Grand Haven (Ottawa County), Michigan (the Property). The Property is located in an area primarily developed for residential and commercial purposes. The Property location, approximate Property boundary, and delineated wetland are depicted in Figure 1.

Michigan's wetland statute, <u>Part 303</u>, <u>Wetlands Protection</u>, of the <u>Natural Resources and Environmental Protection Act</u>, <u>1994 PA 451</u>, as amended, defines a wetland as "land characterized by the presence of water at a frequency and duration sufficient to support, and that under *normal circumstances** does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh." The definition applies to public and private lands regardless of zoning or ownership.

The routine wetland delineation was conducted in accordance with the requirements described in Part 303, Wetlands Protection, of NREPA, 1994 PA 451, as amended, Rule 4 (1), and the Wetland Identification and Assessment (R 281.924), of the Administrative Rules for Part 303, and procedures identified in the USACE <u>Wetlands Delineation Manual</u> (Technical Report Y-87-1) and <u>applicable regional supplement</u>: <u>Northcentral and Northeast</u> (ERDC/EL TR-12-1)

Executive Summary

Triterra identified one combination emergent and forested wetland "Wetland A" (>0.81 acres), located in the central portion of the Property. In Triterra's professional opinion, Wetland A does not meet the requirements of a wetland regulated under Part 303 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451. Wetland A appears to be located greater than 1,500 feet southwest of the Grand River.

408

VL Fulton St, Grand Haven, Michigan 49417 August 19, 2024



What is a Wetland?

According to the USACE *Wetlands Delineation Manual* (Technical Report Y-87-1), wetlands have the following general diagnostic environmental characteristics [under normal circumstances*]:

- Inundated or saturated soil conditions resulting from permanent or periodic inundation by ground water or surface water (for at least 5% of the growing season),
- Soils are present and have been classified as hydric, or they possess characteristics that are associated with reducing soil conditions, and
- A prevalence of vegetation that are adapted to areas having hydrologic and soil conditions described above. Hydrophytic species, due to morphological, physiological, and/or reproductive adaptation(s), have the ability to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions.

*Normal Circumstances has been further defined as "the soil and hydrologic conditions that are normally present, without regard to whether the vegetation has been inadvertently or purposely removed or altered as a result of recent natural events or human activities. Other examples of human alterations that may affect wetlands are draining, ditching, levees, deposition of fill, irrigation, and impoundments."

Wetlands Regulated under Part 303

Wetlands at the Property are regulated by EGLE under Part 303, a federally authorized Section 404 program consistent with the requirements of the Clean Water Act (33 U.S.C. 1344), if the wetlands meet one or more of the following requirements:

- Located within 1,000 feet of or hydrologically connected to* of one of the Great Lakes or Lake St. Clair; or
- Located within 500 feet of or hydrologically connected to* an inland lake, pond (open water ≥ 1-acre), stormwater ponds ≥ 1-acre, river, or stream/creek; or
- ➤ Greater than 5 acres in size (artificial barriers such as dikes, berms, and roadways do not break the contiguity of the wetland); or
- Not connected to one of the Great Lakes or Lake St. Clair, or an inland lake, pond, river, or stream, and less than 5 acres in size, but EGLE has determined that these wetlands are essential to the preservation of the state's natural resources and has notified the property owner, or
- ➤ Has the documented presence of an endangered or threatened species under part 365 or the endangered species act of 1973 (Public Law 93-205), or;
- ➤ Identified as <u>rare and imperiled wetland habitats</u> (listed in Sec 30301 (1)(I)).
 - Great Lakes marsh.
 - Southern wet meadow.
 - o <u>Inland salt marsh</u>.
 - Coastal plain marsh.
 - o Interdunal wetland.
 - o <u>Lakeplain wet prairie</u>.
 - Lakeplain wet-mesic prairie.
 - o Coastal fen.
 - Wet-mesic prairie.

VL Fulton St, Grand Haven, Michigan 49417 August 19, 2024



- Wet prairie.
- o <u>Prairie fen</u>.
- o <u>Northern fen</u>.
- Patterned fen.
- o Poor fen.
- o Muskeg.
- Relict conifer swamp.
- Southern floodplain forest.

In accordance with Part 303, a <u>local unit of government can regulate wetlands by ordinance</u>, in addition to State regulation, if certain criteria are met. Contact the local municipality to identify and comply with potential local wetland ordinances and other development regulations.

*hydrological connections can be seasonal or intermittent and can be through non-wetland swales, surface scouring, culverts, storm sewer pipes, agricultural drains/tile, or roadside ditches.

Activities requiring a Permit under Part 303

The law requires that persons planning to conduct <u>certain activities</u> in <u>regulated wetlands</u> complete a <u>Joint Permit Application (JPA)</u> from the United States Army Corps of Engineers (USACE) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) before beginning the activity permit from the state before beginning the activity. An approved permit is required from EGLE and the USACE for the following activities in a regulated wetland:

- > Deposit or permit the placing of fill material in a wetland.
- Dredge, remove, or permit the removal of soil or minerals from a wetland.
- Construct, operate, or maintain any use or development in a wetland.
- > Drain surface water from a wetland.

State laws require that all activities occurring on/near regulated wetland must comply with the requirements of Part 303. If Property wetlands are regulated according to Part 303 and future development of the Property is planned, a joint USACE and EGLE wetland permit may be required.

Triterra recommends obtaining concurrence with the findings stated in this report with EGLE through a "Level 3 WIP" and/or a wetland permit "Pre-application meeting" during site redevelopment planning activities. A "Level 3" Wetland Identification performed by EGLE staff is an on-site review to verify a wetland delineation completed by a wetland professional and/or consultant. The final authority for wetland boundaries and permit requirements rests with the government agencies which have jurisdiction over the project site.

Wetlands regulated under Part 404 of the Clean Water Act (Federal Jurisdiction)

Federal oversight of state-administered 404 programs is primarily the responsibility of the U.S. Environmental Protection Agency. The department's 1983 Memorandum of Agreement (as amended) with USEPA Region 5 outlines the procedures to be followed in program administration. This agreement waives federal review of the vast majority of applications in areas under Michigan's 404 jurisdiction.

VL Fulton St, Grand Haven, Michigan 49417 August 19, 2024



However, federal agencies must review projects which impact critical environmental areas, or which involve major discharges. These projects are identified in the Memorandum of Agreement as. and include:

- Major Discharges as follows:
 - Projects affecting one or more acre of wetland
 - New construction of breakwaters or seawalls with a total length of more than 1,000 feet
 - Enclosure of more than 300 feet of a stream in one or more segments
 - Relocation or channelization of more than 1,000 feet of a stream in one or more segments
- Projects with potential to affect endangered or threatened species as determined by the US Fish and Wildlife Service
- ➤ Discharges to waters of another state, suspected to contain toxic pollutants or hazardous substances, located in proximity of a public water supply intake, or within defined state or federal critical areas.

Jurisdictional adjacent wetlands under Part 404 include: Wetlands that have a continuous surface connection to traditional navigable waters, relatively permanent jurisdictional impoundment, or relatively permanent tributary. In Triterra's opinion the Property wetland is not have a continuous connection to Waters of the State and therefore would not be regulated under Part 404.

Desktop Investigation

Triterra performed a desktop investigation to evaluate the potential presence of wetlands at the Property prior to completing fieldwork.

The following resources were reviewed in an attempt to identify suspect wetland habitat on the Property:

- Michigan Department of EGLE Wetland Inventory
- > U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory
- ➤ The Natural Resources Conservation Service (NRCS) Web Soil Survey
- U.S Geological Survey (USGS) historical topographic maps
- Google Earth historical satellite aerial imagery (available years between 1998 to 2023)
- Michigan Natural Features Inventory (MNFI), MI Vegetation circa 1800 viewer
- ➤ EGLE Conservation Easements ArcGIS mapper

According to Triterra's desktop investigation, the following observations were made about the Property. According to MNFI, the Property was located in an area predominately comprised of a Beech-Sugar Maple-Hemlock Forest natural community (upland community type). According to historical aerial images, the subject property has remained undeveloped since at least 1955. According to the historical aerials the subject property has transitioned from emergent to forested wetland between 1997 to 2005. NRCS soil surveys identified Granby loamy sand, lake plain on the Property's land, with a hydric soil rating of 92 along the eastern edge of the Property. A suspect freshwater forested wetland was identified on the EGLE wetland map in the southeastern section of the property. No conservation easements were identified on the Property.

VL Fulton St, Grand Haven, Michigan 49417 August 19, 2024



Onsite Assessment Methods

On August 14, 2024, Christian Halquist and Garek Hund of Triterra conducted an onsite evaluation of the Property to identify areas meeting wetlands criteria. Triterra identified a combination forested wetland and emergent wetland on the Property ("Wetland A"). Vegetation was assessed by approximating the percent coverage of the dominant plant species in each plant community. Representative soil cores were collected using a shovel and/or hand auger, soil colors were determined using Munsell Soil Color Charts, and hydric soil properties were assessed following the procedures described in *Field Indicators of Hydric Soils in the United States* (USDA/NRCS, Version 2.0, 2012). Wetland hydrology indicators were assessed using methods contained in the 1987 Manual. The Wetland Determination Data Forms (with photologs) completed are included in Attachment 2.

Using the referenced methods, Triterra determined whether each plant community satisfied the requirements to be a wetland. Under normal circumstances, in order to be considered a wetland, the vegetative communities must be dominated by hydrophytic vegetation, contain wetland hydrology, and hydric soil. Wetland/upland boundaries were investigated by digging soil pits along a transect perpendicular to the suspected boundary and examining the profile for soil color, texture, and redoximorphic characteristics. Boundaries were established where the soil profile changed from wetland to upland matrix tones, plant communities transitioned, topography changed, and/or hydrology indicators became absent. Wetland boundaries were marked using pink flagging material. Approximate wetland boundaries are presented in Figure 1.

Note: Per guidelines outlined in the Regional Supplement, published scientific literature was used to assign an indicator status to unlisted plant species.

Climatic/weather conditions

The average growing season for Ottawa County, Michigan occurs approximately from May 1st through October 12th. The NRCS defines the growing season as the part of the year when soil temperatures at 50cm below the surface are higher than biologic zero (41 degrees Fahrenheit). The onsite evaluation was completed during the average growing season. According to the National Weather Service, the Manistee area received approximately 2.04 inches of rainfall in the thirty days prior to onsite investigations. According to the Michigan State Climate Office and Midwestern Regional Climate Center, the assessment area received an above average accumulated precipitation (departure from mean) in the 30 days prior to onsite investigations. Triterra also inquired the NOAA AgaCIS Norton Shores Weather Station to compare the three-month weather data to the 50-year average. This table provides month by month summary and probability analysis of temperature and precipitation. The table also provides first/last dates and length of growing season using three index temperatures at 50 and 70 percent probabilities. A thirds table provides monthly precipitation totals (in inches) for the period of record. According to our WETS table provided by NOAA, conditions at the Property were expected to be normal for the time of year.

Disclaimer

The findings of this wetland assessment and delineation report are only valid for conditions which existed at the Property at the time of the assessment. Findings are subject to revision based upon natural or induced changes in weather/climate, vegetation management, land use, topography, surface water flow, subsurface drainage, and/or stormwater management within or near the project site which may affect the vegetative communities, soils, or hydrology at the Property.

VL Fulton St, Grand Haven, Michigan 49417 August 19, 2024



Please be advised the information provided by Triterra regarding wetland boundaries is an estimate of the wetland boundary. The ultimate decision on wetland boundary locations and jurisdiction thereof rests with the Michigan Department of EGLE, and, in some cases, the Federal government. As a result, there may be adjustments to boundaries based upon review of a regulatory agency. An agency determination can vary, depending on various factors including, but not limited to, the experience of the agency representative making the determination and the season of the year. In addition, the physical characteristics of the site can change with time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels or other events. Any of these factors or others can change the nature and extent of wetlands on the site. Wetland evaluations performed outside the growing season may not be consistent with the official EGLE wetland identification program and therefore are subject to increased potential for change than those performed during the growing season.

Please be aware that this wetland delineation report does not constitute a determination of the jurisdiction under local ordinances or federal law. The USACE retains regulatory authority over certain wetlands pursuant to Section 404 of the Clean Water Act (CWA), and specifically those wetlands associated with traditionally navigable waters of the state. Navigable waters are generally the Great Lakes, their connecting waters, and river systems and lakes connected to these waters.

This report was prepared exclusively for Dwelling Place of Grand Rapids for the purposes as expressly stated. This report may be unsuitable for other uses and reliance on its contents by anyone other than the client is done at the sole risk of the user. This report may not be reproduced, sold, or otherwise conveyed to another entity without prior written permission from Triterra.

Should you have any questions or comments regarding this information, please feel free to contact the undersigned at (517) 702-0470.

Sincerely,

TRIOTERRA

Christian Halquist Environmental Scientist

Meredeth Crane

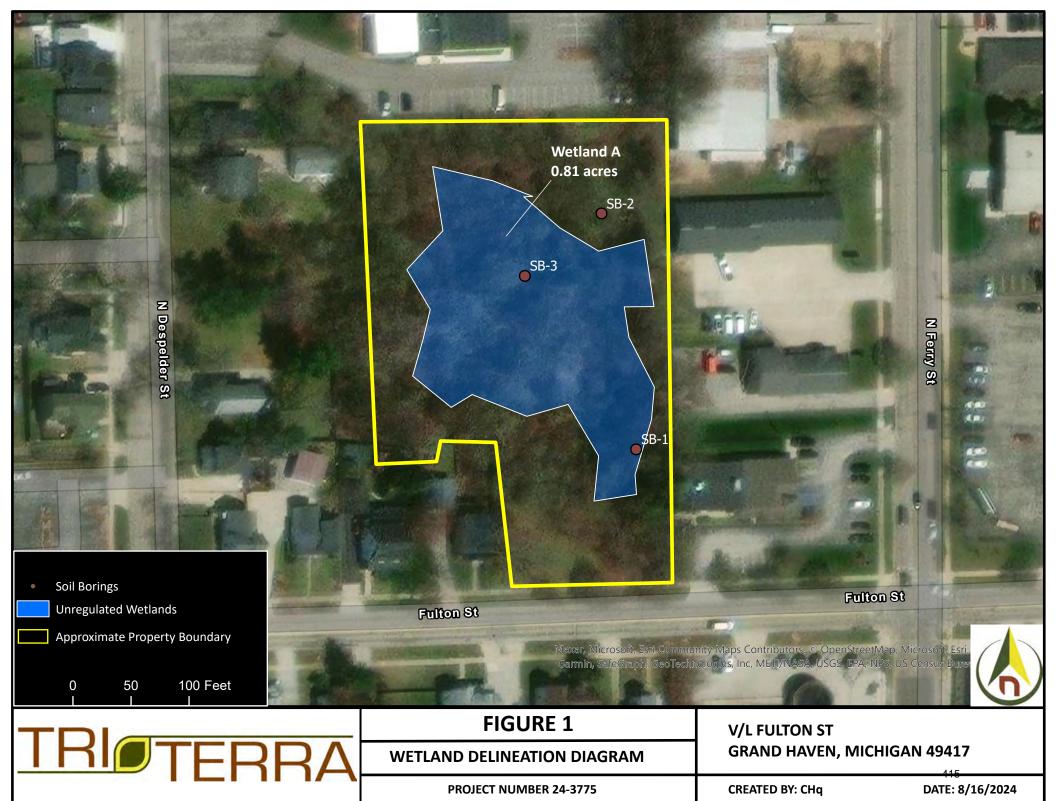
Senior Project Scientist

Manager | Natural Resources

Attachments © 2024 Triterra



FIGURES





ATTACHMENT 1

SOIL AND WETLAND INVENTORY MAPS & AERIAL PHOTOGRAPHS



MAP LEGEND

Area of Interest (AOI) Transportation Area of Interest (AOI) Rails Soils Interstate Highways **Soil Rating Polygons** US Routes Hydric (100%) Major Roads Hydric (66 to 99%) Local Roads Hydric (33 to 65%) Background Hydric (1 to 32%) Aerial Photography Not Hydric (0%) Not rated or not available Soil Rating Lines Hydric (100%) Hydric (66 to 99%) Hydric (33 to 65%) Hydric (1 to 32%) Not Hydric (0%) Not rated or not available **Soil Rating Points** Hydric (100%) Hydric (66 to 99%) Hydric (33 to 65%) Hydric (1 to 32%) Not Hydric (0%) Not rated or not available **Water Features** Streams and Canals

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15.800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ottawa County, Michigan Survey Area Data: Version 18, Aug 25, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Oct 20, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CrB	Croswell sand, 0 to 6 percent slopes	0	0.6	25.2%
Gm	Granby loamy sand, lake plain, 0 to 2 percent slopes	92	1.3	59.9%
PpsaaA	Pipestone-Covert- Saugatuck sands, 0 to 3 percent slopes	14	0.3	14.9%
Totals for Area of Inter	rest	1	2.3	100.0%

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

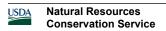
The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.



Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18.

Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service. U.S. Department of Agriculture Handbook 436.

Soil Survey Staff. 2006. Keys to soil taxonomy. 10th edition. U.S. Department of Agriculture, Natural Resources Conservation Service.

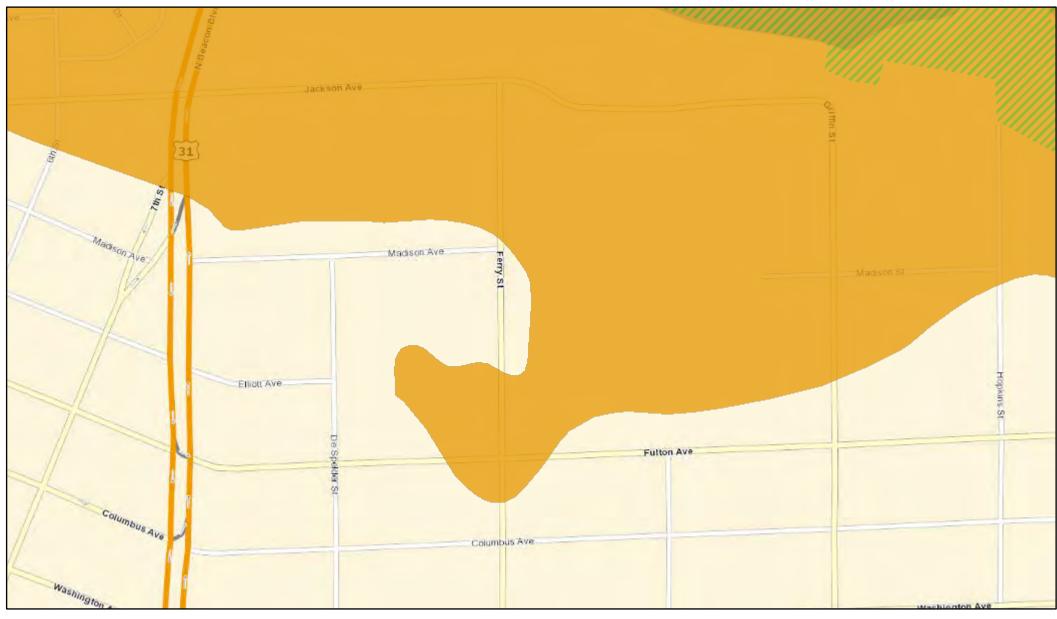
Rating Options

Aggregation Method: Percent Present

Component Percent Cutoff: None Specified

Tie-break Rule: Lower

Wetlands Map Viewer



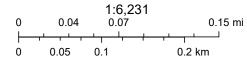
July 31, 2024

Part 303 Final Wetlands Inventory

Wetlands as identified on NWI and MIRIS maps

Soil areas which include wetland soils

Wetlands as identified on NWI and MIRIS maps and soil areas which include wetland soils



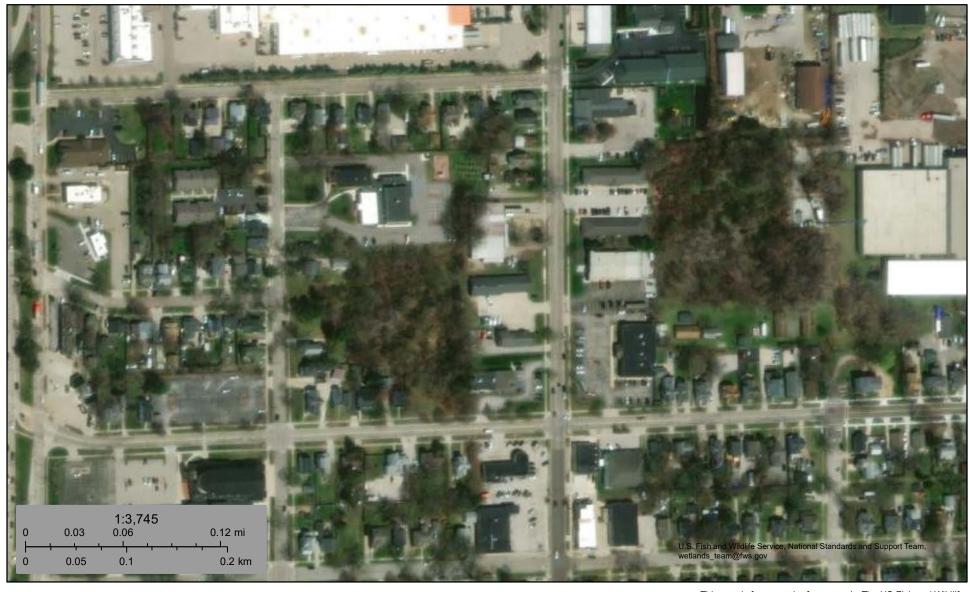
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

422

U.S. Fish and Wildlife Service

National Wetlands Inventory

Wetlands



July 31, 2024

Wetlands

Estuarine and Marine Deepwater

Estuarine and Marine Wetland

Freshwater Emergent Wetland

Freshwater Pond

Freshwater Forested/Shrub Wetland

Lake

Other

Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.





ATTACHMENT 2

WETLAND DETERMINATION DATA SHEETS & PHOTOGRAPHS

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: VL Fulton St	City/	County: G	rand Haven/	Ottowa Sampling Date:	8/14/2024
Applicant/Owner: Dwelling Place of GR		State:	MI	Sampling Point:	SB-1
Investigator(s): Christian and Garek			Section, Tow	nship, Range: T08N, R16	W, Section 21
Landform (hillslope, terrace, etc.):		Local r	elief (concav	ve, convex, none):	Concave
Slope (%):		Long:	·	Datum:	
Soil Map Unit Name			N	WI Classification:	
Are climatic/hydrologic conditions of the site typical	for this time of	of the year?	(f no, explain in remarks)	
Are vegetation , soil , or hyd	Irology	significantly	disturbed?		" present?
	Irology		oblematic?	(If needed, explain any answ	ers in remarks.)
SUMMARY OF FINDINGS	<i></i>			•	•
Hydrophytic vegetation present? Y					
Hydric soil present? Y		Is the	sampled ar	ea within a wetland? Y	
Wetland hydrology present?		If yes	s, optional w	etland site ID:	
Pemerke: (Evalain alternative precedures here et in a	congrete rener	+ \	•		
Remarks: (Explain alternative procedures here or in a	separate repor	ι.)			
VEGETATION Use scientific names of pla	ants				
- Osc scientific flames of pic	Absolute	Dominant	Indicator	Dominance Test Workshee	t
<u>Tree Stratum</u> (Plot size:)	% Cover	Species	Staus	Number of Dominant Species	
1 Acer saccharinum	50	Υ	FACW	that are OBL, FACW, or FAC:	5 (A)
2 Salix nigra	30	Υ	OBL	Total Number of Dominant	
3	_			Species Across all Strata:	6 (B)
4				Percent of Dominant Species	
5				that are OBL, FACW, or FAC:	83.33% (A/B)
Sanling/Shrub atratum (Dlat size:	\80	= Total Cove	r	Prevalence Index Workshe	<u> </u>
Sapling/Shrub stratum (Plot size:	_ ⁾ 30	Υ	FACW	Total % Cover of:	eı
2 Juglans nigra	10	<u>'</u>	FACU	OBL species 45 x 1 :	= 45
3		<u> </u>	-7.00	FACW species 120 x 2 =	
4				FAC species 0 x 3 =	= 0
5				FACU species 15 x 4 =	= 60
	40	= Total Cove	r	UPL species 0 x 5 =	= 0
Herb stratum (Plot size:	_)			Column totals 180 (A)	345(B)
1 Phalaris arundinacea	40	Y	FACW	Prevalence Index = B/A =	1.92
2 Carex stricta	15	<u>Y</u>	OBL		
3 Parthenocissus quinquefolia	5	<u>N</u>	FACU	Hydrophytic Vegetation Inc	
4	_			Rapid test for hydrophyti + Dominance test is >50%	•
56				+ Prevalence index is ≤3.0	
7				Morphogical adaptations	
8				supporting data in Rema	**
9				separate sheet)	
10				Problematic hydrophytic	vegetation*
	60	= Total Cove	r	(explain)	_
Woody vine stratum (Plot size:	_)			*Indicators of hydric soil and wetla	
1				present, unless disturbed Hydrophytic	or problematic
2		- Total Cove		vegetation	
	0	= Total Cove	I	present? Y	
Remarks: (Include photo numbers here or on a sep	arate sheet)				
' '	,				

SOIL Sampling Point: SB-1

Profile Des	Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth	Matrix		Red	dox Featı	<u>ures</u>				-
(Inches)	Color (moist)	%	Color (moist)	%	Type*	Loc**	Text	ure	Remarks
0-4	10YR 2/1	98	5yr 5/8	2			Silty sand		
4-16	10YR 2/1	95	5yr 5/8	5			Silty sand		
4-10	1011\ 2/1	90	Jyi 3/6	J			Only Sand		
	Concentration, D =			ed Matrix	, MS = M	lasked S			: PL = Pore Lining, M = Matrix
_	oil Indicators (for	LRR L)							matic Hydric Soils*:
	tisol (A1)			pped Ma				Muck (A10)	
	tic Epipedon (A2)			-	ky Minera			st Prairie Red	` '
	ck Histic (A3)				ed Matrix	(F2)		Mucky Peat	` ,
	lrogen Sulfide (A4	-			atrix (F3)			Surface (S7)	
	atified Layers (A5)				Surface	` '		value Below S	· · ·
	oleted Below Dark				rk Surfac	. ,		Dark Surface	` '
	ck Dark Surface (Rec	lox Depre	essions (F8)		-	Masses (F12)
	ndy Mucky Minera							Parent Mater	•
	ndy Gleyed Matrix	(S4)							k Surface (TF12)
	ndy Redox (S5)							er (explain in r	,
*Indicato	ors of hydrophytic v	/egetatio	n and wetland hyd	rology mu	ıst be pre	sent, unl	ess disturbed o	or problematic	
Restrictive	Layer (if observe	ed):							
Type:							Hydric	Soil Present	? Y
Depth (inche	es):				•				
Remarks:									
HYDROLO	ng Y								
	drology Indicato	re (for l	DD I \·						1
				. 11 41 . 4			•		
-	cators (minimum	of one is	requirea; cneck a			40)	<u>Se</u>		cators (minimum of two required)
	Water (A1)				Fauna (B	•	_		oil Cracks (B6)
	ater Table (A2)				oosits (B1 n Sulfide				Patterns (B10)
+ Water M					l Rhizospi	•	· _		n Lines (B16) on Water Table (C2)
	nt Deposits (B2)				s (C3)	neres on	Living _		Burrows (C8)
+ Drift Dep					e of Redu	iced Iron	(C4)		n Visible on Aerial Imagery (C9)
	at or Crust (B4)						illed Soils		r Stressed Plants (D1)
	osits (B5)			(C6)	ion rtoda		-		hic Position (D2)
	on Visible on Aeria	l Imager	y (B7)		ck Surfac	e (C7)	-		quitard (D3)
	Vegetated Conca		· · · · <u> </u>		xplain in l	. ,	-		graphic Relief (D4)
Water-S	tained Leaves (B9)		•			·	+ FAC-Neut	tral Test (D5)
Field Obser	vations:								
Surface wat		Yes	No	X	Depth (i	nches):		Wetl	and
Water table	•	Yes	No No	Х	Depth (i			Hydr	ology
Saturation p		Yes	No	X	Depth (i	,		Pres	ent? Y
	pillary fringe)						·		
Describe red	corded data (strea	ım gaude	e, monitoring well	, aerial p	hotos, pr	evious ir	spections), if	available:	
	. (55	5 5		F	, 15.	•-	,,		
Remarks:									







WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Region

Project/Site: VL Fulto	on St	City/0	County: G	rand Haven/	Ottowa Samplin	g Date:	8/14/2024		
Applicant/Owner: Dwelling Place of	GR		State:	MI	 Sampling	g Point:	SB-2		
Investigator(s): Christian and Garek				Section, Town	nship, Range:	T08, R16W	, Section 21		
Landform (hillslope, terrace, etc.):			Local ı	relief (concav	re, convex, none):	С	Convex		
Slope (%): Lat:			Long:	·	Datum:				
Soil Map Unit Name				N	WI Classification:				
Are climatic/hydrologic conditions of th	e site typical for	this time o	f the year?	(I	f no, explain in rem	narks)			
Are vegetation , soil	, or hydrol	ogy	significantl	y disturbed?	Are "normal cir	cumstances"	present?		
Are vegetation , soil	, or hydrol			roblematic?	(If needed, expla	ain any answe	rs in remarks.)		
SUMMARY OF FINDINGS	_								
Hydrophytic vegetation present?	N								
Hydric soil present?	N		Is the sampled area within a wetland? N						
Wetland hydrology present?	N		If ye	s, optional we	etland site ID:		_		
Remarks: (Explain alternative procedure	s here or in a ser	narate renor	t)				_		
Themains. (Explain alternative procedure	s nere or in a ser	Darate repor	ι.)						
VEGETATION									
VEGETATION Use scientific n	ames of plant				Dominance Tes	t Warkshaat			
Tree Stratum (Plot size:	30')	Absolute % Cover	Dominant Species	Indicator Staus	Number of Domin				
1 Juglans nigra	,	70	Y	FACU	that are OBL, FAC		0 (A)		
2					Total Number	_	(,		
3					Species Acros		5 (B)		
4					Percent of Domin	ant Species			
5					that are OBL, FAC	CW, or FAC:	0.00% (A/B)		
	451	70	= Total Cove	r					
Sapling/Shrub stratum (Plot siz	e: <u>15'</u>)	F0	V	FACU	Prevalence Inde		t		
1 Acer negundo 2 Juglans nigra		50 15	<u>Y</u> Y	FACU	OBL species	0 x1=	0		
3				1700	FACW species	0 x 1 =			
4					FAC species	5 x 3 =			
5					FACU species	180 x 4 =	720		
		65	= Total Cove	r	UPL species	0 x 5 =	0		
Herb stratum (Plot size:	5')				Column totals	185 (A)	735 (B)		
1 Alliaria petiolata		30	Y	FACU	Prevalence Inde	x = B/A =	3.97		
2 Hackelia virginiana		10	<u>Y</u>	FACU					
3 Geum canadense		5	N	FAC	Hydrophytic Ve	egetation Indic or hydrophytic			
4 Hesperis matronalis 5		5	<u>N</u>	FACU	- Dominance	, , ,	vegetation		
6					- Prevalence i				
7						l adaptations*	(provide		
8						lata in Remark			
9					separate she	eet)			
10		50	= Total Cove		Problematic (explain)	hydrophytic v	egetation*		
Woody vine stratum (Plot size:)		Total Gove	'					
1 -						ic soil and wetlan iless disturbed or	nd hydrology must be r problematic		
2	,				Hydrophytic	c			
		0	= Total Cove	r	vegetation				
					present?	N			
Remarks: (Include photo numbers here	e or on a separa	ate sheet)							

SOIL Sampling Point: SB-2

Profile Desc	Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)								
Depth	Depth Matrix Redox Features							-	
(Inches)	Color (moist)	%	Color (moist)	%	Type*	Loc**	Text	ure	Remarks
0-16	10 yr 3/2	100					Silty sand		
							,		
	Concentration, D =			ed Matrix	, MS = M	lasked S			PL = Pore Lining, M = Matrix
-	il Indicators (for	LRR L)							natic Hydric Soils*:
	tisol (A1)			pped Ma				Muck (A10)	(2.42)
	tic Epipedon (A2)			-	ky Minera			st Prairie Redo	` '
	ck Histic (A3)				ed Matrix	(F2)		Mucky Peat o	or Peat (S3)
	lrogen Sulfide (A4	-			atrix (F3)	(=0)		Surface (S7)	. (00)
	atified Layers (A5)				Surface	` '		value Below S	
	oleted Below Dark				ırk Surfa	. ,		Dark Surface	• •
	ck Dark Surface (Rec	lox Depre	essions (F8)		Manganese M	* *
	ndy Mucky Minera							Parent Materia	, ,
	dy Gleyed Matrix	(S4)							Surface (TF12)
	ndy Redox (S5)	4 - 4!		1	4 1			er (explain in re	emarks)
^Indicato	ors of hydrophytic v	/egetatioi	n and wetland hydi	rology mu	ist be pre	sent, uni	ess disturbed d	or problematic	
Restrictive	Layer (if observe	ed):							
Type:							Hydric	Soil Present?	N
Depth (inche	es):								
Remarks:									
HYDROLO	OGY								
	drology Indicato	rs (for L	.RR L):						
	cators (minimum			all that a	only)		Se	econdary Indic	ators (minimum of two required)
_	Water (A1)	01 0110 10	roquirou, oricon i	-	Fauna (B	13)	<u> </u>		oil Cracks (B6)
	iter Table (A2)				osits (B1		-		Patterns (B10)
Saturation					n Sulfide		<u>-</u>		Lines (B16)
	arks (B1)		-		l Rhizosp	•	· _		n Water Table (C2)
	nt Deposits (B2)				s (C3)		_		urrows (C8)
Drift Dep	oosits (B3)			Presenc	e of Redu	iced Iron	(C4)	Saturation	Visible on Aerial Imagery (C9)
Algal Ma	at or Crust (B4)			Recent I	ron Redu	ction in T	illed Soils		Stressed Plants (D1)
	osits (B5)			(C6)			_		ic Position (D2)
	on Visible on Aeria				ck Surfac	. ,	_		quitard (D3)
	Vegetated Conca		ce (B8)	Other (E	xplain in	Remarks) <u> </u>		raphic Relief (D4)
	tained Leaves (B9)					_	FAC-Neutr	al Test (D5)
Field Obser									_
Surface water	•	Yes	No	X	Depth (i			Wetla	
Water table		Yes	No	X	Depth (i	,		Hydro	
Saturation p		Yes	No	X	Depth (i	ncnes):		Prese	nt? N
	pillary fringe)							<u> </u>	
Describe red	corded data (strea	ım gauge	e, monitoring well	, aerial p	hotos, pr	evious ir	nspections), if	available:	
Pemarka:									
Remarks:									
Ī									







Soil Boring 2

WETLAND DETERMINATION DATA FORM - Northcentral and Northeast Regio	WETL	AND	DET	ERMII	OITAN	N DAT	A FOI	RM - N	Northcen	tral an	d Nor	theast	Region
--	------	-----	------------	--------------	-------	-------	-------	--------	----------	---------	-------	--------	--------

Project/Site: VL Fulton St				Ottowa Sampling Date: 8/14/2024
Applicant/Owner: Dwelling Place of GR		State:	MI	
Investigator(s): Christian and Garek				nship, Range: T08N, R16W, Section 21
Landform (hillslope, terrace, etc.):				ve, convex, none): concave
Slope (%): Lat:		Long:	(Datum:
Soil Map Unit Name			N	IWI Classification:
Are climatic/hydrologic conditions of the site typical for	r this time o	f the year?		If no, explain in remarks)
, ,	logy	,		
Are vegetation , soil , or hydrol		naturally pro		(If needed, explain any answers in remarks.)
SUMMARY OF FINDINGS	·- <u> </u>			
Hydrophytic vegetation present? Y				
Hydric soil present?		Is the	sampled ar	ea within a wetland?Y
Wetland hydrology present?		If yes	s, optional w	etland site ID:
Remarks: (Explain alternative procedures here or in a se	parate repor			
,	,	,		
VEGETATION Use scientific names of plan	ts.			
The second secon	Absolute	Dominant	Indicator	Dominance Test Worksheet
Tree Stratum (Plot size: 30')	% Cover	Species	Staus	Number of Dominant Species
1 Salix nigra	30	<u>Y</u>	OBL	that are OBL, FACW, or FAC:3(A)
2				Total Number of Dominant
3				Species Across all Strata: 3 (B)
4				Percent of Dominant Species that are OBL, FACW, or FAC: 100.00% (A/B)
3	30	= Total Cover	-	that are Obt., I AOW, OF I AO.
Sapling/Shrub stratum (Plot size: 15'))			Prevalence Index Worksheet
1 Salix nigra	20	Y	OBL	Total % Cover of:
2				OBL species <u>50</u> x 1 = <u>50</u>
3				FACW species 80 x 2 = 160
4				FAC species 5 x 3 = 15 FACU species 0 x 4 = 0
5	20	= Total Cover	-	UPL species 0 x 5 = 0
Herb stratum (Plot size: 5'))	- 10101 0010.		Column totals 135 (A) 225 (B)
1 Phragmites australis	80	Υ	FACW	Prevalence Index = B/A = 1.67
2 Solanum dulcamara	5	N	FAC	
3				Hydrophytic Vegetation Indicators:
4				Rapid test for hydrophytic vegetation
5				+ Dominance test is >50%
6				+ Prevalence index is ≤3.0*
\ \frac{7}{\cdots}				Morphogical adaptations* (provide
9				supporting data in Remarks or on a separate sheet)
10				Problematic hydrophytic vegetation*
	85	= Total Cover		(explain)
Woody vine stratum (Plot size:))			*Indicators of hydric soil and wetland hydrology must be
1				present, unless disturbed or problematic
2				Hydrophytic
	0 :	= Total Cover	-	vegetation present?
Remarks: (Include photo numbers here or on a separa	ate sheet)			
Themains. (Include prioto humbers here or on a separa	ale sileet)			

SOIL Sampling Point: SB-3

Profile Des	cription: (Descri	ibe to th	e depth needed	to docu	ment the	indicate	or or confirm th	he absence	of indicators.)
Depth	<u>Matrix</u>		Red	dox Feat	ures				
(Inches)	Color (moist)	%	Color (moist)	%	Type*	Loc**	Texture	е	Remarks
0-6	10YR 2/1	90	5yr 5/8	10			Silty samd		
6-12	10YR 2/1	80	-	20			Silty sand		
12-16	10YR 3/2	50		50			Silty sand		Lots of organics
12-10	10113/2	30		50			Silly Saliu		Lots of organics
*T		_ D l - +:	DM D	-I N 4 4 1 - 1	MC - M	lll C		**! 4:	DI - Dana Linina M - Matrix
	Concentration, D			ed Matrix	, MS = N	lasked S			PL = Pore Lining, M = Matrix
1 -	il Indicators (for	LKK L)		anad Ma	t=iv (CC)				matic Hydric Soils*:
	tisol (A1)			oped Ma		-1 (54)		/luck (A10)	(AAC)
	tic Epipedon (A2)			-	ky Minera			Prairie Redo	• •
	ck Histic (A3)	1\			ed Matrix	(FZ)		•	or Peat (S3)
	lrogen Sulfide (A4	-			atrix (F3) Surface	(E6)		Surface (S7) Ilue Below S	turface (CO)
	atified Layers (A5) bleted Below Dark				Surface ark Surface	` '		ark Surface	• •
	ck Dark Surface (essions (. ,			lasses (F12)
	idy Mucky Minera	-		юх Берг	essions ((го)		anganese iv arent Materi	
	idy Mucky Millera idy Gleyed Matrix								Surface (TF12)
	idy Gleyed Matrix idy Redox (S5)	. (34)						explain in re	
	ors of hydrophytic \	vedetatio	and wetland hyd	rology mi	ist he nre	sent unl			emarks)
			Tand Welland Hyd	ology IIIC	ast be pre	Serit, urii	ess disturbed or p	problematic	
	Layer (if observe	ed):							
Type:					_		Hydric So	oil Present	? <u>Y</u>
Depth (inche Remarks:	es):				-				
HYDROLO	OGY								
Wetland Hy	drology Indicato	ors (for L	.RR L):						
Primary Indi	cators (minimum	of one is	required; check	all that a	pply)		Seco	ondary Indic	ators (minimum of two required)
I -	Water (A1)		•		Fauna (B	13)			oil Cracks (B6)
High Wa	iter Table (A2)			Marl Dep	oosits (B1	3)		Drainage I	Patterns (B10)
Saturation	on (A3)			Hydroge	n Sulfide	Odor (C1	<u> </u>	Moss Trim	Lines (B16)
	arks (B1)				l Rhizosp	heres on	Living	_	n Water Table (C2)
	nt Deposits (B2)				ts (C3)				urrows (C8)
	oosits (B3)				e of Redu		` '	_	Visible on Aerial Imagery (C9)
	at or Crust (B4)					iction in T	illed Soils		Stressed Plants (D1)
	osits (B5)	l Imagan	, (D7)	(C6)		o (C7)			nic Position (D2)
	on Visible on Aeria Vegetated Conca		· · ·		ck Surfac xplain in				quitard (D3) graphic Relief (D4)
	tained Leaves (B9			Other (E	хріант ін	Remarks	,		ral Test (D5)
	•)					<u>_</u>	- AC-Neuti	lai Test (D3)
Field Obser		Voc	No	~	Donth (i	noboe):		Wetla	and
Surface wate Water table	•	Yes Yes	No No	X	Depth (i Depth (i	,		Hydro	
Saturation p		Yes	No	X	Depth (i			Prese	••
	pillary fringe)	163			Deptii (i	1101103).		11030	
		am golia	monitoring well	aorial n	hotos pr	ovious ir	enections) if a	roilable:	
Describe rec	corded data (strea	am gauge	e, monitoring wen	, aenai p	notos, pr	evious ii	ispections), ii av	valiable.	
Remarks:									
Ī									









ATTACHMENT 3 PROFESSIONAL QUALIFICATIONS



CHRISTIAN HALQUIST

ENVIRONMENTAL SCIENTIST

TRIOTERRA

Christian Halquist currently serves as an Environmental Scientist in the Due Diligence group of Triterra. His work focuses on collecting field samples in response to environmental assessments. While he works in the Due Diligence Group, He also supports the Investigation and Remediation Groups by collecting field samples, conducting site visits, records research as well as report and figure preparation.

AREAS OF EXPERTISE

- Vapor Mitigation System Install
- ASTM International Phase I Environmental Site Assessment (ESA), Phase II (ESA)
- Borehole Logging and Soil Classification
- Monitoring Well Installation and Groundwater Interpretation
- Soil Gas Pin and well installations
- Soil, Groundwater, and Soil Gas sampling
- Analytical and Data Evaluation
- Site Historical Research and Evaluation
- GIS Image Interpretation and Mapping
- Invasive plant removal and management
- Routine Wetland Delineation

NOTABLE PROJECT EXPERIENCE

- Installed, and tested vapor mitigation systems for new and existing buildings on at-risk and/or contaminated properties to mitigate volatilization to indoor air concerns and protect occupant health
- Phase I Environmental Site Assessments
- Phase II Subsurface Investigations
- NEPA Part 50 & Part 58 Environmental Assessments
- Records Search with Risk Assessments
- Implementing both aquatic and emergent invasive plant managing strategies
- Invasive cattail, buckthorn, and phragmites removal from Michigan state parks and recreation areas

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response (HAZWOPER)
- MDARD Category 5 Commercial Pesticide Applicator
- Wetland Training Institute Certification

EDUCATION

BS Fisheries and WildlifeMichigan State University – East Lansing, Michigan

CREATING HEALTHIER COMMUNITIES

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MEREDETH CRANE SENIOR SCIENTIST DIRECTOR | NATURAL RESOURCES

TRIOTERRA

Meredeth Crane serves as a Senior Scientist and the Director of our Natural Resource Division. Meredeth's expertise is management of projects that include a variety of tasks including: environmental due diligence (Phase I ESAs, Phase II Sub-surface Investigations, Baseline Environmental Assessments), preparation of NEPA Part 50 & 58 Environmental Assessments, Wetland Delineations, and reviews for threatened and endangered species. Her role also includes conducting various natural resource assessments, industrial stormwater assessments, and water quality and sediment evaluations. She manages subcontractors and evaluates innovative and cost-effective strategies for natural resource services.

AREAS OF EXPERTISE

- NEPA Part 50 & Part 58 Environmental Assessments
- Wetland Assessments and Routine Wetland Delineations
- Wetland Permit Application Consulting and Project Planning
- ASTM Phase I and II Environmental Site Assessments (ESAs)
- Baseline Environmental Assessments (BEAs),
 Due Care Plans, and Environmental Transaction

 Screens
- Evaluating Soil and Groundwater Data for Due Care Obligations
- Storm Water Assessment and Water Quality Characterization
- Industrial and Construction Site Stormwater Management

EDUCATION

- AS in Biological Science 2021
 Lansing Community College, Lansing, Michigan
- BS in Fisheries and Wildlife/Conservation Biology
 2015
 Michigan State University, East Lansing, Michigan

NOTABLE PROJECT EXPERIENCE

- Over 8 years Environmental Consulting Experience
- Borehole logging, Screens and Sampling, and Sediment Sampling and Evaluation for Due Care
- Environmental site planning for large solar power installations
- Industrial stormwater site managementMSHDA pre-approved Group A & B Consultant

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response (HAZWOPER) Training
- Army Corps of Engineers Wetland Delineation Training Program
- © Certified Construction Site Storm Water Operator (# C-19492)
- Certified Industrial Stormwater Operator (I-15489)
- Soil erosion and sedimentation control plan review & design (SE/C 02601)

CREATING HEALTHIER COMMUNITIES



CITY OF GRAND HAVEN GRAND HAVEN, MICHIGAN PLANNING COMMISSION MINUTES December 10, 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, Dan Borchers, David Skelly, Tamera Owens, Joe Pierce, Jennifer Smelker, Vice-Chair Ryan Galligan, Chair Mike Dora

Absent: Amy Kozenecki

Also Present: City Planner Brian Urquhart, Councilman Kevin McLaughlin, and members of the public.

Approval of Minutes

Motion by **Skelly**, seconded by **Vice Chair Galligan**, to approve the minutes of the November 12th meeting as printed. All ayes. **Motion passes**.

Approval of Agenda

Chair Dora moved that item D, Case 24-41: An application to amend the zoning map to remove the Sensitive Area Overlay designation on parcel #70-03-21-328-031, be moved to item A on this agenda. Add PC case 24-28 to revisit special land use conditions for 22 Franklin to Old Business.

Motion by Skelly, seconded by Smelker, to approve the agenda as printed. All ayes. Motion passes.

Call to the Audience: First Opportunity
None

Case 24-41: An application to amend the zoning map to remove the Sensitive Area Overlay designation on parcel #70-03-21-328-031

Urquhart introduced the case. In June 2024, the development team from the Salvation Army presented the preliminary plan for a housing development at the undeveloped 2.08-acre parcel south of their main facility at 310 Despeldar. The development team stated the site is presently overgrown brush and not a wetland. In addition, they assert the sensitive area overlay district precludes development of the site for housing. The underlying zoning district is NMU - Neighborhood Mixed-Use, which multiple-family dwellings are permitted by right in this district. At the November PC meeting, the Planning Commission determined there was enough information in the Wetland Delineation Report to schedule a public hearing, and reconsider the locally regulated wetland within the sensitive area.

The applicant is requesting the Planning Commission make a recommendation to remove the sensitive area overlay zoning designation on parcel #70-03-21-328-031. This process is outlined in Sec. 40-422.06 of the zoning ordinance. According to Sec. 40-422.02.B. a wetland is determined to be sensitive because it provides flood and storm control, wildlife habitat, pollution treatment, water recharge and storage area, benefits to water quality, and erosion control. Historical records and institutional knowledge have described the site as a former celery field.

According to the wetland report, an onsite assessment was conducted in August 2024. TriTerra identified a combination of forested wetland and emergent wetland on the property, identified as Wetland A in Figure A. TriTerra staff assessed vegetation by approximating the percent coverage of dominant plant species. Soil cores were collected, and the colors were determined using the Munsell Soil Color Chart. TriTerra determined whether each plant community satisfied the requirements to be a wetland, in which, under normal circumstances, the vegetative communities must be dominated by hydrophilic vegetation and hydric soil.

During the November meeting, members of the Planning Commission brought up a concern about whether the sensitive area overlay would be removed, but the project did not happen, and what would then be permitted on the property. Due to this concern, staff recommends the applicant provide context of the proposed housing project, should City Council approve the zoning change. Please note the application includes a conceptual design of a multiple-family housing development with a public road, but we are not conducting any site plan review.

The city received one correspondence opposed to this case.

Applicant Jacob Horner, head of real estate for Dwelling Place, was present.

Chair Dora opened the public hearing at 7:11 pm.

Mike O'Hara, 1015 Fulton, spoke in favor of preserving the wetland and feels it needs to be protected.

David Tenkate, 18. N.5th Street, said he favored removing local regulations to allow the development of affordable homes in the area.

Roger Skorupski, 11769 Lakeshore Dr. spoke on behalf of his daughter Meredith, 1040 Fulton, who also opposed removing the Sensitive Overlay Area.

Gerald Andre, 902 Elliot, also said he highly opposed the development.

Tom Reinsma, 1428 Woodlawn Commons, has served on the Salvation Army Boards for 50 years. He stated the property was purchased in 2000.

A motion was made by **Vice Chair Galligan** and seconded by **Smolenksa** to close the public hearing. All ayes. **Motion passes**.

Chair Dora closed public hearing at 7:26 p.m.

Borchers, Smelker, Pierce, Skelly, Owens, Smolenska, and Vice-Chair Galligan concurred that, based on today's standards, this property would not meet the requirements to be qualified as a sensitive overlay Area. They were all in agreement with this being removed from the property.

Char Dora was also in favor of moving the sensitive overlay area.

Motion made by **Vice-Chair Galligan**, seconded by **Owens**, to approve Case 24-41, a request to rezone parcel #70-03-21-328-031 by removing the Sensitive Area Overlay to City Council for the following reason(s):

1) Based on the Environmental Report, the area would no longer qualify as a Sensitive Overlay Area.

Roll call vote.

Yeas: Vice Chair Galligan, Skelly, Owens, Chair Dora, Smelker, Pierce, Smolenska, Borchers. Motion passes.

Case 24-38: A public hearing for Zoning Change Request – 700 Washington Ave (parcel #70-03-19-426-002).

Urquhart presented the case. John Groothuis of Washington Place, LLC submitted a Zoning Change Application to rezone 700 Washington Ave. (parcel #70-03-21-358-019) into the Centertown Overlay District. 700 Washington is a two-story brick condominium retail and commercial structure, currently home to Health Hutt, Grand Haven Tribune, and other businesses. The current zoning permits a building height up to 35 ft. By including the parcel into the Centertown Overlay District, the building may be increased to 40 ft. in height or three stories, whichever is less. The applicant stated in their narrative, "The rezoning change would allow for significant private investment in the district." No formal plans have been submitted, but the intent is to construct an additional story for residential use.

Sec. 40-121 of the Zoning Ordinance provides the following for the Planning Commission to consider:

- 1. If the proposed zoning amendment is consistent with the city's adopted master plan. Comment: The City just adopted the Master Plan in May 2023, and the future land use classification for this parcel is Traditional Neighborhood Mixed-Use. NMU is identified as a potential compatible zoning district in the Zoning Plan on page 125 of the Master Plan.
- 2. If the proposed zoning amendment is consistent with recent development trends in the area. Comment: The rezoning would allow for a compact, dense, mixed-use development that aligns with the intent of the NMU and Centertown Overlay District. The Centertown Overlay district was established to increase density within this commercial node due to its proximity to the downtown core and its importance within the MSDDA district. Furthermore, the Centertown Overlay has access to publicly available (owned) parking and the proximity to public parks and other public amenities. Adjacent to 700 Washington is a city-owned public parking lot in the Centertown overlay district. All parcels south of Washington Ave. from 7th St. to 8th St. would hold the same development opportunities concerning building form, height, and size.

 3. If the zoning amendment is compatible with existing or future land uses near the subject site or throughout the zoning district(s) affected by the proposed amendment. Comment: The future

land use for 700 Washington Ave. is Traditional Neighborhood Mixed-Use, primarily located within the OT, NMU, C, and E zoning districts. The FLU classification promotes the densely developed portion of the city's urban core and is within walking distance of key nodes. If new construction is proposed, it should follow the building placement and form standards of existing structures and renew and extend the traditional patterns of the area.

- 4. If existing or planned public infrastructure, including streets, sanitary sewers, stormwater, water, sidewalks, and street lighting, can accommodate potential changes in land use resulting from the proposed amendment. Comment: 700 Washington Ave. is currently served by existing public infrastructure, and land use changes will not negatively impact infrastructure. There are sidewalks and street lighting on Washington Ave.
- 5. Is the proposed amendment consistent with the intent and purpose of this ordinance, and would the proposed amendment protect the health, safety, and welfare of the city? Comment: As mentioned in item 2, the intent of the NMU and Centertown Overlay is met with this proposal. NMU and Centertown Overlay allows for nonresidential buildings to have a zero setback and 100% lot coverage, complementing the compact urban form of Centertown Overlay.

3.0 Comparison of Site Placement Building Form Standards for Mixed-Use Development NMU NMU (CT Overlay)

	Y 200 Y	VEREZ A	
	NMU	A	NMU (CT Overlay)
FY Setback	70% within build to	zone	0 feet
RY Setback	15 feet		0 feet
SY Setback	0 feet		0 feet
Max. Lot Coverage	70%		100%
Building Height	35 feet	L	esser than 40 feet or three
			stories
Mixed-Use	Permitted by Rig	ght	Permitted by Right

As of today, the city has not received any correspondence.

The applicant, David Tenkate, was present.

Chair Dora opened public hearing at 7:46 p.m.

Joyce Workman, 7 N. Seventh St, spoke, stating she appreciated Capstone's transparency and that it has been a great example of working together to make progress.

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

The public hearing was closed at 7:48 p.m.

No concerns or questions from the Commissioners.

Motion by **Pierce**, seconded by **Smolenska**, to approve Case 24-38 to rezone 700 Washington Ave (parcel #70-03-21-358-019) into the Centertown Overlay District to City Council for the following reason(s):

1) Property fits adjacent development plans, the master plan and the intent of the centertown overlay and meets all section 40-121 A standards.

Roll call vote. All ayes. Motion passed.

Case 24-39: A public hearing for a special land use permit for a retaining wall over 48 inches in height at 1116 S. Harbor Dr. (parcel #70-03-29-154-036)

Urquhart presented the case. On behalf of property owner Megan Hines, Zach Vandenberg of Peterson and Vandenberg Environmental submitted a special land use request for a retaining wall located in the property's front yard at 1116 S. Harbor Dr. (parcel #70-03-29-154-036). The retaining wall is greater than 48 inches in height, which requires review and approval by the Planning Commission per Sec. 40-327.A.2.b.

Peterson Environmental has been contracted to assist in permitting the replacement of the wooden retaining wall located in the front yard at 1116 S. Harbor. The retaining wall is failing and is causing significant erosion and safety issues in the front yard. The applicant will replace the wooden fence with a steel sheet pile retaining wall, approximately 13 ft. in height (5 ft. above grade, eight ft. below grade). The plan also depicts a 15 ft. x 25 ft. deck in the front yard, extending six ft. out over the retaining wall. Megan Hines has received approval from EGLE (see attachment C) for this work.

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 a narrative describing the scope of work.

As of the date of this memo, the city has received one email in favor of this request.

Zach Vandenberg of Peterson and Vandenberg Environmental was present and stated that a new retaining wall was needed because the material was decomposing and causing it to fail.

Chair Dora opened public hearing at 7:56 p.m.

Megan Hines, 1116 S Harbor Dr., spoke concerning the effects of the erosion.

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

Chair Dora opened public hearing at 7:58 p.m.

Borchers, Smelker, Pierce, Skelly, Owens, Smolenska, Vice-Chair Galligan, and Chair Dora were all in support and did not have any questions.

Motion by **Smolenska**, seconded by **Owens**, to approve Case 24-39, a special land use permit and sensitive area overlay for a retaining wall that exceeds 48 inches in height at 1116 S. Harbor Dr. (parcel #70-03-29-154-036) subject to the condition(s) below:

1. A building permit shall be submitted

Roll call vote. All ayes. Motion passed.

Case 24-40: A public hearing for a special land use permit for short term rental at 208 Fulton Ave. (parcel #70-03-20-429-003).

Urquhart presented the case. Property owner Mark Bultje-Brown submitted applications for a Special Land Use Permit for Short-Term Rental located at 208 Fulton Ave. (parcel #70-03-20-429-003). The Old Town District also allows short-term rentals if the property is on a key street. In this case, the key street is Fulton Ave. between 1st and 2nd Streets.

208 Franklin was recently a single-family dwelling. Mr. Bultje-Brown purchased the property with the intention of renovating it and renting it as a short-term rental. Currently, there is only enough room for one vehicle to park in the driveway. The site plan provides for a driveway extension to maintain two vehicles.

Section 40-513 provides a list of ten (10) regulations and conditions for a Short-Term Rental. The review of the Special Land Use Permit application is also subject to the standard regulations and conditions of all Special Land Uses outlined in Section 40-116.03. The applicant has provided a narrative responding to the review standards and a scaled drawing depicting the floor plan.

Adjacent Uses

Address	Use	Short Term Rental?
206 Fulton Ave.	Single-family	No '
200 Fulton Ave.	Parking lot	No
112 N. 2 nd St.	Parking lot	No
106 N. 2 nd St.	Single Family	Yes, via SLU
100 N. 2 nd St.	Former bank drive-thru	No
211 Columbus Ave.	Parking lot	No
101 N. 3 rd	Tribune Lofts PD	No
111 N. 3 rd	Two-family condo	No
222 Fulton Ave.	Single-family	No
218 Fulton Ave.	Single-family	Yes
216 Fulton Ave.	Storage Building	No

As of Today, the City received one correspondence regarding the case.

Smolenska asked to be recused from the case.

Applicants Mark and Crystal Bultje, 208 Fulton, were present.

Chair Dora opened public hearing at 8:06 p.m.

No comments.

Motion made by **Skelly**, seconded by **Vice-Chair Galligan** to close the public hearing. All ayes. **Motion** passes.

Borchers, Smelker, Pierce, Owens, Skelly, Vice-Chair Galligan, and Chair Dora, voiced concerns that this property is non-conforming, and for consistency's sake, they would not favor approving the special use land permit.

Motion by Vice-Chair Galligan, seconded by Pierce, to deny Case 24-40, a request for a Special Use Permit for a short term rental located at 208 Fulton Ave. (parcel #70-03-20-429-003) based on the following condition not being met:

1.) Does not meet district lot area minimum or width.

Roll call vote. All ayes. Motion denied
--

New Business: None

Old Business

Case 24-28: A Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004).

Urquhart presented the case. In August, Property owner Katie Broekhoff submitted applications for a Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004). Two-family dwellings are permitted by special land use in the Old Town District per Sec. 40-410.02.B. The Old Town Zoning District also allows short-term rentals if the property fronts and has a driveway off Franklin Ave. between 5th and Harbor Dr. This was previously approved by the Planning Commission with conditions. Most notable was the property boundary survey, which was provided. In the survey, if it was found that the dumpster was on the owner's property, the dumpster needed to be removed or screened.

According to title research, while the dumpster is on the owner's property, another property owner has a perpetual easement to keep it in that particular location.

Due to the dumpster not being removed or screened, staff cannot approve the condition; therefore, the special land use cannot be approved and is being brought back before the Planning Commission for reconsideration.

Applicant Katie Broekhoff was present. She explained that she was not giving the easement document before closing on the property. The applicant tried to reach out to the dumpster owner to abide by the conditions, but she was met with opposition. The applicant is asking Commissioners to remove the condition from the Special Land Use Permit.

Borchers said he would wait to hear what fellow commissioners said before commenting.

Smelker stated she would like to determine when the ordinance was composed for the screening to see if it is grandfathered. If so, it would then become a code enforcement issue.

Pierce also agreed that the grandfathered issue needs to be addressed, and code enforcement should help solve the issue.

Broekhoff also mentioned that the dumpster, which is as large as the easement, currently could not accommodate a screen.

Skelly suggested that the City Attorney get involved to investigate the matter.

Commissioners continued to discuss ways to navigate the situation, and it would be up to the easement owner to adhere to the ordinance. Ultimately, the commissioners concluded that a motion could be made to remove the condition from the property and turn the easement agreement over to Code Enforcement. This would allow the property to function as a short-term rental.

Owens made a motion, seconded by Vice-Chair Galligan, regarding case 24-28, for a Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004). The condition of approval would be amended to state that the third condition regarding the dumpster enclosure would be eliminated, as the findings showed there was a perpetual easement agreement placed upon previous owners.

Roll call vote. All ayes. Motion passed.

Zoning Board of Appeals Liaison Report

Last month, ZBA approved a sign variance at Earth's Edge.

There will not be a meeting in January.

All vacancies are filled on the board, which also includes an alternate.

City Planner Report

Completing Annual Report.

A law was passed that required housing requirements to be included in the Master Plan. Encouraged Commissioner to participate in the Community Engagement Survey.

Call to the Audience: Second Opportunity

None.

Motion made to Adjourn.

Roll call vote. All ayes. Motion passed.

Adjournment: Chair Dora adjourned the meeting at 8:57 pm.

Melissa Bos, Executive Assistant to City Manager

Attachment D

Grand Haven Airport Board Meeting Minutes September 24, 2024

Chairperson Ben Ennenga called the meeting to order at 5:30 pm

Roll Call: Richard Clapp

Members present: Denny Swartout, Dale Hagenbuch, Ben Ennenga, Richard Clapp, Tricia

Harrell

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 26th 2-4p. 11000 people expected. Each person requested to bring 1000 pieces of candy. GHAA is a 501c3 so save your receipts for tax purposes as donations. 616-842-4430, ask for Jennifer.

Minutes:

Motion to approve 08/27/24 minutes; Motion by-Swartout, Seconded by Clapp

New business: (none)

Old Business:

- Land lease presentation for city council:
- **Private Hangars** Presentation by Dale Hagenbuch and Tricia Harrell. This is to be presented to city council.
 - Mentioned differences between T-hangars and box hangars. T-Hangars are better suited for smaller aircraft
 - There is a consistent waiting list of people currently waiting for available hangar space.
 - Discussing of MOSAIC, a program from the FAA, will create additional demand for hangar space.
 - Financing for T-Hangars will be afforded by Bipartisan infrastructure law grant (BIFL)

- Net revenue from privately built hangars will be virtually identical to hangars built with public funds.
- Recommending that the city approve land leases for private construction of hangars.
- Term of 30 years with ownership transferring to the city after 30 years. Dale Hagenbuch
- Projected revenue of \$3000/yr.

Questions:

What happens to the hangar if it falls into disrepair? Ans.- Details will be in the lease and examples will be taken from other airport box hangar leases.

What will be the cost to the city to tear them down after 30 years? Ans.- If it had to be torn down, that would mean that it fell into disrepair which also means inspections were not maintained.

What is the max number of hangars that could be built at this airport? Ans.- 25

Airport Camping- presented by Tricia Harrell, mentioned compliance with any MDOT requirements.

Airport manager report:

Activity

Activity and fuel sales average for this time of year.

Earle mentioned fiscal performance of 3GM. We are doing quite well. Selling 5x the fuel as opposed to 9 years ago.

<u>Projects</u>

Fuel farm upkeep maintenance just completed.

Blue fuel barrels disposed of.

N/S runway rehabilitation project: expecting to bid out soon, with returned bids in December 2024.

Six-unit t-hangar to be constructed on C row. Fully nested.

Fall/ Winter maintenance items underway

Snow Fence replacement parts ordered

Safety & Security

2 Noise Complaints, Sunday, 9/22/24. Both parties have been spoken to.

Earle has received no wildlife complaints.

(old) Three orange balls missing on high voltage power lines at 160^{th} avenue. BLP has been advised.

2 Notams

Fuel sales, Operations, Activity

- Fuel sales, 2nd highest fuel sales, for any month ever.
- Fuel prices 100LL & Jet A are leveling off.
- Flight instruction slow, 1 flight instructor.

Fuel sales, Operations, Activity

- Fuel sales, 2nd highest fuel sales, for any month ever.
- Fuel prices 100LL & Jet A are leveling off.

Two noise complaints

605 log entries

Fuel Sales were 1931 Gal. 100LL, 3163 Gal. Jet A, slightly ahead of last year.

58 Aircraft home based on the field.

Worked on 4 aircraft.

Hangars are fully occupied and adding more people. 6 very interested parties.

Mechanic and part time flight instructor on call and available.

Airport Facilities

Maintenance hangar- Blockage in roof drain seems to be resolved.

Fuel farm filter being monitored closely.

Questions:

Richard Clapp- How was the tainted fuel disposed of? Earle Bares- Individuals took it. Clapp-Who were the individuals? It is relevant to know who and how this fuel was disposed of. Chairman Ennenga- Not relevant, let's move on.

Airport Liaison Report:

Accounts receivable over 30 days is \$2269

Airport Cash balance: \$349,000

Fuel Sales: \$56,000 as of September 18.

Hangar Rent: \$81,759 budgeted \$161,500

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- "Where do we stand on becoming a regional airport?" Ben Ennenga- "We are a municipal airport" Earle- 80,000 operations to be considered a regional airport.

Tim Price- "Please provide a hangar land lease example."

Doug Furton- "I agree with Rick, I would like to know where the fuel..." Chairman Ennenga- "Its been removed from the airport and that's all you really need to know." "It will be disposed of properly by the individuals that took it."

Denny Swartout- "Relative to the camping issue, at the last meeting we had a motion to move forward with permitting dates for airport camping. Do we have authority to do this?"

Adjournment: 6:34 pm

Motion to adjourn: Ennenga.

Minutes submitted by board secretary, Richard Clapp



CITY OF GRAND HAVEN LAKE FOREST CEMETERY BOARD MINUTES January 8, 2024

Members Present: Ronald Streng, Cynthia Crane, Dennis Scott, Kathryn Roberts

Members Absent:

Guests present: Bob Monetza, Derek Gajdos,, Doug Lang, James Porenta

The meeting was called to order at 3:05 PM by Chair Ron Streng.

Approval of Minutes

Minutes from the December 11, ,2023 were presented to the board. A motion to approve the minutes as presented was given by Roberts, Second by Watkins. Motion Passed unanimously

OLD BUSINESS

The Revised rules and regulations we brought to City Council for consideration at the December 18, 2023 council meeting. 23-301 Approved as submitted

NEW BUSINESS

None

Other Business

None

Adjournment

There being no further business, Board Chair Streng adjourned the meeting at 3:59 p.m.

The next meeting is scheduled for November 12, 2024 at 3:00 PM.



CITY OF GRAND HAVEN LAKE FOREST CEMETERY BOARD MINUTES May 13, 2024

Members Present: Ronald Streng, Cynthia Crane, Dennis Scott, Edward Watkins

Members Absent: Kathryn Roberts

Guests present:Derek Gajdos (City Liaison), Judy Brower

The meeting was called to order at 3:00 PM by Chair Ron Streng.

Approval of Minutes

Minutes from the January 8, 2024 were presented. Motion by Crane, second by Scott to approve the minutes as presented. Motion passed unanimously.

Public Comment

- Cindy presented email from out of country user
- Dave Klassen- Concern about Judy's position being eliminated
- Jim Porenta- Degrading condition of the cemetery
- Sandra Swiftney- grass planting in section 34
- Christine Bowkamp- Support for Judy
- Terry Swiftney- Last year up keep, concern over public restroom
- Craig Systema- Brought up how critical the role of Judy is to the community
- Christine- Cemetery budget, looking into hosting special events to raise capital
- Judy Brower- Requesting support from Derek G.
 - O Volunteers are coming 5/20/2024 to clean headstones

OLD BUSINESS

None

NEW BUSINESS

- Cemetery budget and operational changes
 - Staffing
 - Invasive species funding
- Rules and Regulations Review- no board comments

Other Business

• Crane- Send city council letter requesting additional funding from perpetual care to fund PT clerical position

<u>Adjournment-</u> Motion by Crane, second by Scott

There being no further business, Board Chair Streng adjourned the meeting at 3:58 p.m.

The next meeting is scheduled for June 10, 2024 at 3:00 PM.



CITY OF GRAND HAVEN LAKE FOREST CEMETERY BOARD MINUTES June 10, 2024

Members Present: Ronald Streng, Cynthia Crane, Kathryn Roberts, Dennis Scott, Edward Watkins

Members Absent:

Guests present: Derek Lemke, Derek Gajdos (City Liaison), Judy Brower

The meeting was called to order at 3:02 PM by Chair Ron Streng.

Approval of Minutes

Minutes from the May 13, 2024 were presented. Motion by Crane, second by Scott to approve the minutes as presented. Motion passed unanimously.

Public Comment

Scott Klausen- Condition of the cemetery is worst in all of west Michigan, second to Mona View Jim Porenta- Cemetery needs dedicated person to manage operations.

OLD BUSINESS

- Cemetery board responsibilities
- Rules and Regulations review

NEW BUSINESS

- Cemetery operational updated
 - Judy will seasonal April through October
 - Invasive species funding/ treatment
- Bronze plaque at scatter garden Motion approved 5-0 to allow

Other Business

Adjournment

There being no further business, Board Chair Streng adjourned the meeting at 3:58 p.m.

The next meeting is scheduled for July 8, 2024 at 3:00 PM.



CITY OF GRAND HAVEN LAKE FOREST CEMETERY BOARD MINUTES July 8, 2024

Members Present: Ronald Streng, Cynthia Crane, Ed Watkins

Members Absent: Dennis Scott, Kathryn Roberts

Guests present: Derek Lemke, (City Liaison), Dana Kollewehr, Judy Brower

The meeting was called to order at 3:02 PM by Chair Ron Streng.

Approval of Minutes

Minutes from the June 10, 2024 meeting were presented, and passed unanimously

OLD BUSINESS

Draft rules and regulations – Derek L will take to 8/5/24 city council meeting

NEW BUSINESS

- Reguest by Dale Reenders to place 30 tall x 36 wide, individual headstones in conjuction with a family monument- Motion Failed 3-0
- Request to place a headstone exceeding the maximum allowable height by 4"- Motion passed 3-0

Other Business

<u>Adjournment</u>

There being no further business, Board Chair Streng adjourned the meeting at 3:52 p.m.

The next meeting is scheduled for August 12,2024 at 3:00 PM.



CITY OF GRAND HAVEN LAKE FOREST CEMETERY BOARD MINUTES September 9, 2024

Members Present: Ronald Streng, Cynthia Crane, Chuck Fuller

Members Absent: Dennis Scott

Guests present: Derek Lemke, (City Liaison), Dana Kollewehr, Judy Brower

The meeting was called to order at 3:02 PM by Chair Ron Streng.

Approval of Minutes

Minutes from the September 9, 2024 were not available yet. They will be presented at the November meeting.

OLD BUSINESS

None

NEW BUSINESS

Other Business

Cindy Crane addressed the board and public about a proposed project at LFC Potter's Field. LFC Board is seeking approval from City Council to place City signage designating the area and memorializing the unnamed people buried in potter's field.

Adjournment

There being no further business, Board Chair Streng adjourned the meeting at 3:59 p.m.

The next meeting is scheduled for November 12, 2024 at 3:00 PM.



CITY OF GRAND HAVEN LAKE FOREST CEMETERY BOARD MINUTES October 14, 2024

Members Present: Ronald Streng, Cynthia Crane, Chuck Fuller

Members Absent: Dennis Scott

Guests present: Derek Lemke, (City Liaison), Dana Kollewehr, Judy Brower

The meeting was called to order at 3:02 PM by Chair Ron Streng.

Approval of Minutes

Minutes from the September 9, 2024 were not available yet. They will be presented at the November meeting.

OLD BUSINESS

None

NEW BUSINESS

Board is recommending to city council that Judy's position stay year round.

Other Business

Cindy Crane addressed the board and public about a proposed project at LFC Potter's Field. LFC Board is seeking approval from City Council to place City signage designating the area and memorializing the unnamed people buried in potter's field.

Adjournment

There being no further business, Board Chair Streng adjourned the meeting at 3:59 p.m.

The next meeting is scheduled for November 12, 2024 at 3:00 PM.

Central Park Place Board Minutes

August 26, 2024

Present: Dawn Wolfe, Martha Alexander, Jim Porenta, Doug VanOss, Angela Sorensen, Char Seise (CAM)

Guest: Mayor Monetza

A motion to approve the agenda was made by Alexander, 2nd by Wolfe and all in favor

Minutes from May meeting were not available. Look for them at the next meeting.

COMMITTEE REPORTS:

Marketing: Social Media marketing continues to make an impact on the inquiries and rentals. We are looking at doing a print wedding venue ad in an upscale magazine called Nearly Wed that also has a digital presence. We have sent out rack cards to over 700 chamber members and are seeing new daytime business as a result.

We are still looking for a board member that has expertise in social media/marketing to join our team. Wolfe suggested checking into local businesses like New School, Have and Whiz Bang for potential residents that may be willing to utilize their skills as a board member. Wolfe will reach out directly and report back to CAM).

Arts: Conversations continue in the community about re-incorporating the arts back into the facility. This year we have added in a new Lighthouse Quilt display (Melanie VerDuin's elementary student art). A series of dance classes with Kelsey Lee, a professional dancer that recently relocated to Grand Haven, needing rehearsal space and having the vision to do adult and youth dance classes.

Gallery Uptown has requested to utilize space to have their quarterly meetings and are interested in doing an early Spring show. Martha knows a couple of members of the gallery and will encourage them to utilize the space for their show. Seise will continue to work with them the way we do other collaborative groups, no charge for the use of space to display, but a charge to host a meet/greet with the artists. In the future, if these continue to grow and sales occur, it was suggested that we be open to some type of nominal charge in the future with all artist groups as this grows. Martha's point of contacts are, Val Boet and Lynne Bozaart.

We were a host site for a new Actors Workshop, hosted on two consecutive Sundays in August. Organizers had small crowds and will continue to work with us on hosting another event, but at a better time of the year.

The first for us as the host site for the International Exploratory Art Symposium. Art will be collected from around the world and will be on display from September 5th-October 31st.

Encounter the Arts will be postponed this year while we work on re-organizing the event for 2025.

We are in the early discussions of creating an Art Placemaking Strategy. More to come as the idea and stakeholders evolve.

Organizations: Wolfe recommended reaching out to area funeral homes to host onsite memorials/luncheons for larger funerals. We currently have a working relationship with Klaassen Family Funeral Home and will pursue a working relationship with Sytsema Funeral Homes.

Sorensen recommended a press release for being a host site for memorial celebrations and luncheons.

Community: Wedding vendor event will be postponed until February. Sorensen suggested that we utilize a wedding DJ to be the MC of the event. This way they can promote their own business as well as bring energy to the event. Seise will reserve a date in February.

Finance: Set up/tear down costs were added into the fee schedule in July, due to the changes in staff structure at the center. Staff will monitor response to the increased costs and report back to the board.

Year end financial showed significant improvements over the previous years. Revenue was up 46% from last year, operating expenses were down and less revenue lost with changes in the policy for pro-bono services.

It was reported that revenue was down this first month, expenses were also down.

The board discussed having payment plans for wedding receptions as it is sometimes a hardship for people to put 50% down. It was also suggested that this could be another promotional tool that sets us apart from other event venues.

VanOss recommends staff to review the retirement benefits contributions to better understand what is being paid into for the unfunded balance and what is currently being contributed. He wants to ensure that the board fully understands that accounting principle that applies to this line item.

VanOss recommends giving a referral bonus to vendors that make a qualified referral that gets booked. Seise will look into this as another marketing strategy to increase business rentals and qualified vendor sources.

Recommend we get a noose neck microphone

BUDGET:

Capital Updates Coming:

- Security/Key Fob System-Scheduled for late fall for installation
- Lighting-MACC Grant Auditorium 3:1 Match-Will know about grant funds in late September
- Lighting-Ballroom \$30,000 set aside for upgrading system to LED's, consultation upcoming with lighting company, RFP to follow
- Curtains in the stage need to be replaced because they are not flame retardant any longer, meeting scheduled in September with a company that provides consultation for said services.
 An RFP will follow; we currently have \$15,000 budgeted for replacement cost.

New AV installations were completed in the Mackinaw Ballroom in June. The system is very user friendly, includes 3 new projectors, new screens, a Clickshare device that connects directly to a laptop, Bluetooth, and 4 new microphones. VanOss suggests getting a gooseneck microphone for the podium, which will give speakers more versatility and a better sound in the room.

Meeting Adjourned: 6:30 pm

Duncan Park Commission – October 15, 2024; Regular Meeting; 6:00pm Grand Haven City Hall, Council Chambers, Grand Haven, MI

CALL TO ORDER:

COMMISSIONERS PRESENT: Joe Middleton, Elizabeth Pool, Mike Poort, Georgette Sass, John Williams CITY LIAISON PRESENT: Derek Lemke

APPROVAL OF AGENDA: Motion by Pool to approve agenda; second Williams; **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 Poort to approve September 17 minutes; second Sass; **Passed.**Motion by Williams to approve September 25 minutes; second Poort; **Passed.**

AGENDA

New Business:

A. **Discussion** – Fall tasks need to be identified and completed. It was noted at the last event in the park that water had already been turned off. The removal of water for the system is set for after November 1. Tables will also need to be put away. And finally, West Michigan Ground Services (WMGS) as asked if we would like to have the grass aerated and overseeded. **Outcome** – DPC will identify tasks and who will complete. **Suggested Motion** – Duncan Park Commission requests WMGS to aerate and reseed the lawn areas as well as move tables to the caretaker shed prior to this work.

No motion at this time. Sass will ask WMGS to clean up the leaves in the common area and drive then disperse the leaves (as opposed to dumping them in a pile) before the fall drive thru and the first snow fall.

B. **Discussion** – The Duncan Park Commission must set its 2025 meeting calendar, vote on the calendar and report this to the city clerk. DPC should weigh the benefits of returning to a twice monthly meeting as well as proactively identifying meeting times that are unlikely to generate a quorum and adjust the calendar accordingly. Commissioners who are not available to attend events may still be able to make meaningful contributions in the setting of a regular meeting. **Outcome** – Consensus to be generated with respect to meeting calendar. **Suggested Motion** – to be generated.

Motion by Sass to meet the third Tuesday of each month during the 2025 calendar year; second Williams; **Passed.**

- C. **Discussion** The need for the addition of Rain Date information became apparent during the latest Lakeshore Visual Arts Collective event in the park. To streamline the DPC involvement in such an eventuality, the <u>Use Permit</u> has been updated to include the request for a Rain Date and to make clear that any communications about an event in the park must be made directly with commissioners once it has been approved. **Suggested Motion** Duncan Park Commission approves the updated Use Permit.
 - Motion by Sass to approved the updated Use Permit to include an optional added rain date and request that all related communication for approved events go through the Duncan Park Commission; second Poort; **Passed.**
- D. **Discussion** Duncan Park was the beneficiary of two recent ecological site visits. **Outcome** Consensus to be generated with respect to meeting calendar. **Suggested Motion** to be generated. Jean Madden (SEC Forestry Subcommittee) indicated she will share the ecological restoration site visit report from Bill Schneider of Wild Type Natives (not yet provided). The report on invasive species completed by WMCISMA Coordinator Murielle Garbarino for the park is posted in our Google folder. Dr. Locher generated a map from the shape file she

Duncan Park Commission – October 15, 2024; Regular Meeting; 6:00pm

Grand Haven City Hall, Council Chambers, Grand Haven, MI

provided (attached to the email agenda). As is typical with invasives, they're most prevalent along park boundaries indicating transmission from neighbor landscapes and people walking (along roads). Canada thistle is probably bird/animal dispersal. Garlic mustard would not be detectable for a fall inventory. The DPC should be spending more time in the park removing these invasive species. **Outcome** – Generate a plan to remove invasive species. **Suggested Motion** – Commissioners identify ______ to remove priority invasives.

No motion made.

E. **Discussion** – The gift of Duncan Park by Martha Duncan is valued by all citizens. The Duncan's grave site is just outside of the park but is currently neglected and rather obscure to the casual visitor of the park. How could the DPC play a role in bringing new light to the Duncan gravesite? With whom should we engage in this endeavor? **Outcome** – Begin the discussion to improve visibility and quality of the Duncan gravesite. **Suggested Motion** – to be generated.

No motion made. Discussion will continue at next DPC meeting.

OLD BUSINESS:

- 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.
 - October 5 Volunteer Event (10am) **Thanks to K Fase who helped remove Oriental Bittersweet, move woodchips and plant 40 bulbs at the kiosk.**
 - October 12 Audubon-led Bird Walk by members of the Owashtanong Islands Audubon Society (9am) Thanks to L. Garris who provided new insights for those who attended about the winged inhabitants of Duncan Park!
 - Thursday, October 17 Dr. Wallace Ewing lecture at the Tri-Cities Museum, 6:30pm.
 - Saturday, October 26 Fall Color Drive 10am-5pm

Outcome – DPC will discuss the remaining October events, identifying individual commissioner's commitments. **Motion(s) to be generated.**

No motion at this time.

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 <u>agenda item</u> under NEW BUSINESS.

CITY LIAISON REPORT: Derek is going to reach out to possible donors to see if there is a donor interested in sponsoring a ADA picnic table in Duncan Park.

TREASURER REPORT: September financial reports were provided with this agenda and posted on our <u>Google Drive</u>.

UPCOMING EVENTS OF IMPORTANCE:

Forestry Subcommittee Meets in November

SEC meets Thursday November 14- Dr Ali Locher will be a presenter.

PUBLIC COMMENT: NONE

ADJOURNMENT: 7:13PM

NEXT MEETING: November 19, 2024 @6pm

Duncan Park Commission – October 15, 2024; Regular Meeting; 6:00pm Grand Haven City Hall, Council Chambers, Grand Haven, MI

APPROVED MINUTES RESPECTFULLY SUBMITTED BY:

DUNCAN PARK COMMISSION, SECRETARY

CITY OF GRAND HAVEN HISTORIC CONSERVATION DISTRICT COMMISSION REGULAR MEETING MINUTES WEDNESDAY, JUNE 26, 2024 AT 5:00 PM GRAND HAVEN CITY HALL CITY COUNCIL CHAMBERS 519 WASHINGTON AVE. GRAND HAVEN, MI 49417

Call to order: Chair Liza Dora at 5:00 PM

Roll call of members present: Chair Liza Dora, Vice-Chair Erik Bye, Secretary Linda Rosema, Members Chad Fisk, Patrick Qua and Robyn Vandenberg

Others present: City Planner and Administrative Assistant Brian Urquhart and City Manager Ashley Latsch

Not present: Tri-Cities Museum Advisory Member Kate Crosby and Jeanette Weiden Loutit District Library Representative

1) General Business Call to the Audience (No one spoke).

2) Planning Commission Site Plan Reviews

- a. We need to complete the Historic Certificate of Approval for New Holland Brewing and have them sign it.
- b. Chair Liza Dora would like to present the Historical Plaque to New Holland Brewing to hang inside the building rather than on the exterior of the Grand Theater entrance.
- c. Documentation for New Holland Brewing will be kept in a safe place in City records.

3) Approval of the Regular Meeting Minutes of June 26, 2024

a. A motion was made by Vice-Chair Erik Bye and seconded by Member Robyn Vandenberg to approve the minutes. The minutes were unanimously approved.

4) Presentation by Capstone Companies of 18 N. 5th St., the Annex Building

- a. David Ten Cate of Capstone Companies presented their proposal for maintenance work at the former Fire Barn. He stated that they just want to repair and maintain things that need to be done. They will attempt to maintain the historical integrity of the building.
- b. Member Chad Fisk suggested if mortar needs to be replaced that it should be historical mortar, not new mortar because it is not compatible with the old brick.
- c. Member Fisk made a motion to approve the work to be done by Capstone, seconded by Member Bryhn and carried unanimously by the commission.

5) Presentation of Chinook Pier Development Proposals

a. City Manager Ashley Latsch presented the three proposals submitted to the City. The project was advertised in multiple areas for proposals. It will be a public-private partnership, not a sale of city property. All developers would pay property tax on buildings they own and all proposals would require Tifs, grants and other opportunites.

- b. The three proposals received were from:
 - 1) Midwest Construction
 - 2) Copper Rock
 - 3) Cherette Group
- c. Discussion was held about each proposal with concerns about walkability, parking, green spaces, mini golf and the farmers market. Everyone liked the idea of a Childrens Museum, it would be a draw for families.
- d. Member Bryhn offered to share some ideas she has seen in Europe that could lend themselves to a good Chinook Pier development.

6) Review and Approval of HCDC By-Laws

- a. No time to review, it will be on the agenda next month.
- 7) Tri-Cities Museum Advisory Board Member Update-No report
- 8) Loutit District Library Representative Update-No report
- 9) Updates and Reports/Comments by HCDC Members
 - a. Chair Liza Dora stated that her term of Chair is over and that Vice Chair Erik Bye will become temporary Chair at our next meeting on July 17, 2024.

10) Second General Business Call to the Audience

- a. Rachel Doty, Spring Lake, Mi, Founder of the Childrens Museum spoke about her dreams and plans for a Childrens Museum in Grand Haven. She has visited other museums throughout the country and gathered good ideas for a successful museum plan. She stated that a Childrens Museum would be a great draw to the Grand Haven and contribute to economic growth.
- 11) Meeting was adjourned at 6:40 by Chair Liza Dora.

Respectfully submitted, Linda Rosema Secretary City of Grand Haven
Historic Conservation District Commission
Regular Meeting Minutes
Wednesday, August 21, 2024 at 5:00 PM
Grand Haven City Hall
City Council Chambers
519 Washington Ave.
Grand Haven, MI 49417

Call to order: Chair Erik Bye at 5:01PM

Roll call of members present: Chair Erik Bye, Secretary Linda Rosema, Members Patrick Qua, Liza Dora, Chad Fisk and Robyn Vandenberg

Members absent (pre-excused): Member Nina Bryhn

Others present: City Planner and Administrative Assistant Brian Urquhart, and Loutit District Library Representative Jeanette Weiden

Not present: Tri-Cities Museum Advisory Member Kate Crosby

- 1) General Business Call to the Audience (No one spoke)
- 2) Planning Commission Site Plan Review (None at this time)
- 3) Approval of Regular Meeting Minutes of June 26, 2024
 - a. A motion was made by Member Fisk and seconded by Member Qua to approve the minutes with a date correction. The minutes were unanimously approved.
- 4) Vice-Chair Election
 - a. Chair Erik Bye stated that he will be stepping down because of conflicts with school and coaching.
 - b. Member Liza Dora nominated Member Chad Fisk to accept the position, he accepted.
 - c. Secretary Rosema made a motion to approve the nomination, Member Qua seconded the motion. The motion was unanimously approved. Member Chad Fisk will now be the new Chair of the HCDC.
- 5) Review and Approval of HCDC By-Laws
 - a. Discussion was held about changes that were made.
 - b. A motion was made by Member Qua and seconded by Member Dora to approve the changes. The motion carried unanimously.
- 6) Tri-Cities Museum Advisory Member Update-Kate Crosby sent by email to City Planner Brian Urquhart
 - a. Current exhibits at the Tri-Cities Museum are Picnics and Parades: 100 Years of the Coast Guard Festival in Centennial Hall until September 22, 2024. A new exhibit is Ship Shape Sisters: The Women of SPARS, now through February 9, 2025.
- 7) Loutit District Library Representative Update by Jeanette Weiden
 - a. Jeanette reported that the millage had passed allowing for expanding hours in the Local History

and Geneaology Department. Jeanette will be able to provide programs and another person will be hired.

- b. Self-Guided Wicked Tours at Lake Forest Cemetery will begin again in September.
- 8) Updates and Reports/Comments by HCDC Members
 - a. Member Fisk reported that he is working on downtown map updates.
 - b. Chair Erik Bye has spoken to the owner of Flotos about giving the store Historical Landmark Status, he will follow up with him.
 - c. City Planner Brian Urquhart presented the Historic Landmark Plaque and Certificate of Approval to Member Liza Dora to pass on to the owners of New Holland Brewing. He stated that the old Firebarn will also receive a plaque.
 - d. Secretary Rosema stated that New Holland Brewing looks great after improvements have been made, and asked about the status of Chinook Pier Proposals.
 - e. City Planner Urquhart reported that Midwest has pulled their proposal and put their support behind the Cherette proposal. City Council will vote on a proposal on September 16. He will also follow up on the documents sent to the City Manager concerning New Holland Brewing.
 - f. There was discussion about replacing some city signs.
- 9) Second General Business Call to the Audience (No one spoke).
- 10) Chair Erik Bye adjourned the meeting at 5:29PM.

Respectfully submitted, Linda Rosema Secretary

CITY OF GRAND HAVEN HISTORIC CONSERVATION DISTRICT COMMISSION REGULAR MEETING MINUTES WEDNESDAY, SEPTEMBER 18, 2024 AT 5:00 PM GRAND HAVEN CITY HALL CITY COUNCIL CHAMBERS 519 WASHINGTON AVE. GRAND HAVEN, MI 49417

Call to order: Chair Chad Fisk at 5:00 PM

Roll call of members present: Chair Chad Fisk, Secretary Linda Rosema, Members Erik Bye, Robyn Vandenberg, Patrick Qua, Nina Bryhn and Liza Dora

Members absent (pre-excused): None

Others present: City Planner and Administrative Assistant Brian Urquhart, Loutit Library Representative Jeanette Weiden and Tri-Cities Museum Advisory Member Kate Crosby.

1) General Business Call to the Audience (No one spoke).

2) Planning Commission Site Plan Review

- a. City Planner Brian Urquhart has received preliminary pans from Jason Tusman, owner of 112 Washington Ave. for the past 3 years. He would like to expand the Toasted Pickle Restaurant and add two apartments using a container concept. Toasted Pickle would be adding more prep and storage to their kitchen. The apartments would each be about 400 sq. foot long term rentals.
- b. Owner Jason Tusman was looking for our thoughts concerning the project before he submits plans to the Planning Commission. He provided conceptual plans for us and we offered some of our thoughts:
 - 1. Could add artwork and greenery
 - 2. Think of the area as a front entrance, not an alley way
 - 3. Possible murals painted on the container
 - 4. Good sustainability concept

3) Approval of Regular Meeting Minutes of August 21, 2024

a. Member Liza Dora moved, and member Erik Bye seconded the motion to accept the minutes as read. The minutes were unanimously approved.

4) Election of Officers

- a. Chair Chad Fisk was nominated to remain as Chair. Member Patrick Qua moved and Member Erik Bye seconded the motion. The motion was unanimously approved.
- b. Member Patrick Qua was nominated as Vice Chair. Member Nina Bryhn moved, and Member Erick Bye seconded the motion. The motion was unanimously approved.

c. Secretary Linda Rosema was nominated for another term as Secretary. Chair Chad Fisk moved, and Member Erik Bye seconded the motion. The motion was unanimously approved.

5) Tri-Cities Museum Advisory Member Update

Kate Crosby reported on upcoming events:

- a. October 5, 2024 Tri-Cities 1934 Escanaba Themed Dinner Film and Silent Auction
- b. October 17, 2024 Wally Ewing The History of Duncan Woods
- c. October 26, 2024 Haunted Museum 10 AM 2 PM

6) Loutit District Library Representative Update

Jeanette Weiden reported:

- a. Since the millage passed there will be an increase in library staffing, one new full-time person in genealogy, and look for extended hours.
- b. Every department will be getting a bump from part-time to full-time positions.
- c. Jeanette will be out in the community more.
- d. September 23, 2024 Self Guided Cemetery Tours begin

7. Updates and Reports/Comments by HCDC Members

- a. Secretary Linda Rosema asked about Flotos sale. The owner may be coming forward for Historical Landmark Status.
- b. Member Vandenberg asked about the Copper Post sale it was sold in April.
- c. Member Bye spoke to the owner of the Fish Shack. They are hoping for May 2025 opening; it will be just walk-up service.
- d. Member Bryhn talked about a competition of architects for waterfront plans.
- e. Member Bye stated the new development at 3rd and Fulton in Old Town will be long term, multi-family rentals.
- f. City Planner Urquhart will check on contact info for the Pere Marquette Depot about giving it Landmark Status.
- g. The Firebarn has had the plaque installed.
- h. Member Qua will have the Walking Tour for Southside Neighborhood done by the end of the month.
- i. Chair Fist is working on the Historical District map.
- j. Member Dora spoke to Councilman Mike Fritz about getting the Historical Status for the Train.
- 8. Second General Call to the Viewing Audience (No one spoke).
- 9. Chair Chad Fisk adjourned the meeting at 6:07 PM

Respectfully submitted, Linda Rosema Secretary CITY OF GRAND HAVEN
HISTORIC CONSERVATION DISTRICT COMMISSION
REGULAR MEETING MINUTES
WEDNESDAY, OCTOBER 16, 2024 AT 5:00 PM
GRAND HAVEN CITY HALL
CITY COUNCIL CHAMBERS
519 WASHINGTON AVE.
GRAND HAVEN, MI 49417

Call to order: Chair Chad Fisk at 5:00 PM

Roll call of members present: Chair Chad Fisk, Secretary Linda Rosema, and Members Patrick Qua, Liza Dora and Robyn Vandenberg

Members absent: Members Erik Bye and Nina Bryhn

- a. A motion was made by Chair Fisk and seconded by Member Qua to excuse Member Bye. The motion carried.
- b. A motion was made by Chair Fisk and seconded by Member Dora to excuse Member Bryhn. The motion carried.

Others present: City Planner and Administrative Assistant Brian Urquhart and Tri-Cities Museum Advisory Member Kate Crosby

- 1)General Business Call to the Audience (No one spoke).
- 2) Planning Commission Site Plan Review
 - a. City Planner Urquhart had no new plans to review. He reported that Jyace Tusman, owner of 112 Washington Ave. where Toasted Pickle is located, was very appreciative of our comments about his expansion plans.
- 3) Approval of Regular Meeting Minutes of September 19, 2024.
 - a. Two spelling errors were found in the minutes.
 - b. Member Dora made a motion that was seconded by Member Vandenberg to accept the minutes with corrections. The motion carried.
- 4)Tri-Cities Museum Advisory Member Update: Kate Crosby reported on upcoming events.
 - a. October 17-Duncan Woods Drive
 - b. October 26-Haunted Museum, 10-2
 - c. Keepers of the Light-opens on November 14
 - d. Annual meeting with programs and volunteer opportunities-November 19
- 5)Loutit District Library Representative Update: emailed from Jeanette Weiden
 - a. Night at Hemlock Crossing Observatory-October 16 at 7PM
 - b. Fall Evening Nature Hike with Ottawa County Parks-October 17 at 5PM

- c. Sunday Concert-October 20 at 2:00PM
- d. History Hounds: The Clapp Family Mastedon: Michigan's Massive Find-October 28 at 6:30PM
- e. SS Eastland: Titanic of the Great Lakes-November 20 at 6:30PM

6) Update and Reports/Comments by HCDC Members

- a. Member Qua reported that the SW Walking Tour Map will be set up like the NW Walking Tour Map, he will add house addresses as well. He asked about printing and the cost. Member Dora suggested getting three quotes to present to the City to cover the cost.
- b. City Planner Urquhart reported that the City is rebounding.
- c. Chair Fisk reported he is making some changes on the new Historic District Map. He will check with Matt Lee on GIS information.
- d. Member Dora suggested that we need to confirm the calendar for 2025. Everyone agreed to keep the third Wednesday of each month at 5:00PM as our meeting time.
- e. Chair Fisk suggested we think about a Christmas gathering, when and where to meet. We will discuss further in November. Kate Crosby will hold a museum space and Chair Fisk will check on the Firebarn.

7)Second Call to the Audience (No one spoke).

8) Chair Chad Fisk adjourned the meeting.

Respectfully submitted, Linda Rosema Secretary

ZONING BOARD OF APPEALS CITY OF GRAND HAVEN MEETING MINUTES

NOV 2 0 2024

APPROVED

October 16, 2024

CITY OF GRAND HAVEN PLANNING COMMISSION

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,

Richard Norton

Absent:

Tyler Berg

Also present: Brian Urquhart, City Planner

Approval of Minutes

Motion by Bridges, seconded by Pool, to approve the June 26, 2024 minutes as written. Passed unanimously with a voice vote.

Approval of Agenda

Motion by Kozanecki, seconded by Bridges, to approve the agenda as amended moving item 7 extension of variance for Case 23-10, before item 6. Passed unanimously with a voice vote.

Call to the Audience - None

Extension Request: Pursuant to Sec. 40-113.08.C.4.b the Zoning Board of Appeals will consider a request for an extension to the variance approval for Case 23-10, a request for a variance related to a new building at 805 S. Beacon Blvd. (parcel #70-03-28-155-019): a variance to allow a ground floor building transparency of 29% in the Commercial District, instead of the minimum 40% transparency approved by the Planning Commission, which was granted on October 25, 2023.

Urquhart introduced the case. He said the applicant is requesting an extension of the variance request which was approved on October 25, 2023 for a building transparency of 29% of ground floor building in the Commercial District. According to the applicant, Caribou Coffee is concerned about sales due to economic uncertainty and has not submitted a building permit. Urquhart did note the Planning Commission approved an extension for the site plan and special land use during their September meeting to September 19, 2025.

Jeffrey Parker of Jeffrey Parker Architects, requested the extension on behalf of the owner. Parker added the economic conditions are too risky begin construction at this time. Norton

Zoning Board of Appeals October 16, 2024 Page **2** of **6**

asked when they would like to begin construction. Parker responded sometime in Spring 2025

Hills asked if this required a public hearing. Urquhart responded a public hearing was held on the variance request in October 25, 2023.

Motion by Bridges, seconded by Norton, to approve and extension to the variance approval for Case 23-10, a request for a variance related to a new building at 805 S. Beacon Blvd. (parcel #70-03-28-155-019): a variance to allow a ground floor building transparency of 29% in the Commercial District, instead of the minimum 40% transparency approved by the Planning Commission, to September 19, 2025 based on the following reasons:

- 1. The applicant provided evidence of proven hardship to complete the site plan.
- 2. The applicant received similar approval from the Planning Commission for the site plan and special land use.

Yeas: Hills, Bridges, Norton, Pool, Kozanecki. Nays: None. The extension was **APPROVED** on a 5-0 vote.

Case 24-06: A request by Grand Haven Christian Schools for a variance related to a building addition at 1102 Grant Ave. (parcel #70-03-28-205-001): a variance from Sec. 40-404.02.C to allow a building height of 39 ft. 11 in. where 35 feet is the maximum in the Moderate Density Residential District.

Urquhart introduced the case. He stated Grand Haven Christian Schools (GHCS) received site plan approval from the Planning Commission for a building addition to the school for a gymnasium and multipurpose space. The Planning Commission added a condition of approval GHCS shall receive approval for a variance against the building height maximum of 35 ft. in the MDR District. Due to the requirements for daylighting the gym and height requirements for volleyball, the applicant is requesting the variance for 39 ft. 11 in. Urquhart added the current of the roof was approved by the Planning Commission, however the ZBA should also consider the requirement for a roof at or above 22 ft. in height be designed with a roof pitch from 4:12 to 12:12 pitch. The current pitch shown on the plan is 2:12.

Chair Hills opened the public hearing at 7:07pm.

Travis Vruggink of GMB Architects, presented on behalf of the GHCS. The reason for additional space is for increasing enrollment and improvements to the campus. Vruggink noted the slope of the roof and daylighting were a more desirable design than a traditional flat roof in a neighborhood setting. He mentioned the roof pitch is currently 3:12 on the building. In order to meet the 4:12 min. pitch, the building height increase to 54 or 55 ft.

Norton asked about other design options. Vruggink responded a box style would be architecturally and aesthetically obtuse, and not fit the scale of the surrounding neighborhood.

Hills asked why the gym required daylighting and windows. David Smalls of GMB Architects, added the building and roof design took into account the assembly code, energy code for why the gym needed daylighting. Hills followed up with on what a box design building height would be. Smalls responded it would be around 35 ft.

Motion by Bridges, seconded by Kozanecki, to close the public hearing was carried unanimously by voice vote. Public hearing closed at 7:28pm.

The board considered the seven basic conditions.

- A. All members believed the variance for increasing the building height for a permitted use in the MDR District would not be contrary to the intent of the ordinance. Motion by Bridges, seconded by Norton, to approve Basic Condition A. Condition A **passed** unanimously on roll call vote.
- B. All members agreed the variance would not create a use that is not permitted in the MDR District. Motion by Norton, seconded by Bridges, to approve Basic Condition B. Condition B **passed** unanimously on roll call vote.
- C. All members agreed allowing an increased building height for an educational facility would not create a detrimental effect on properties in the neighborhood. Norton added the public comments showed support for this project. Motion by Bridges, seconded by Norton, to approve Basic Condition C. Condition C passed unanimously on roll call vote.
- D. Norton felt the request was not so general or recurrent in nature. All members agreed. Motion by Bridges, seconded by Pool, to approve Basic Condition D. Condition D **passed** unanimously on roll call vote.
- E. Pool said the applicant did not create the requirements for clearance for volleyball within a gymnasium, requiring an increase the height of a building. All members agreed. Motion by Norton, seconded by Bridges, to approve Basic Condition E. Condition E **passed** unanimously on roll call vote
- F. All members agreed there is no alternative location for the gymnasium and the building height on the property. The ZBA agreed the applicant has conformed to the neighborhood style to the greatest extent possible. Motion by Pool, seconded by Bridges, to approve Basic Condition F. Condition F passed unanimously on roll call vote.
- G. Kozanecki, Pool, Norton, Bridges felt the request for an additional building height is the minimum necessary for the variance. Hills did not believe the height request was the minimum necessary based on the application and information submitted. Motion by Kozanecki, seconded by Bridges, to approve Basic Condition G. Yeas: Bridges, Pool, Kozanecki, Norton. Nays: Hills. Condition G passed.

Motion by Pool, seconded by Bridges, to approve a variance related to a building addition at 1102 Grant Ave. (parcel #70-03-28-205-001): a variance from Sec. 40-404.02.C to allow

Zoning Board of Appeals October 16, 2024 Page **4** of **6**

a building height of 54 ft. where 35 feet is the maximum in the Moderate Density Residential District based on the fact all basic conditions A through G are met.

Yeas: Bridges, Norton, Pool, Kozanecki. Nays: Hills. The variance was **APPROVED** on a 4-1 vote.

Case 24-07: A request by Wendy Knoth for a variance related to an existing pole sign at 1434 Colfax Ave. (parcel #70-03-28-233-022): a variance from Sec. 40-705 to allow the continue use and expansion of a pole sign in the Beechtree District, where pole signs are permitted on parcels abutting US-31.

Urquhart introduced the case. He said the Wendy and Knoth received site plan approval for a multi-tenant commercial establishment from the Planning Commission in 2022. At that time, the pole sign was identified as a nonconforming pole sign, but would not be adjusted nor increased in size. After receiving all local, state and county approvals, Wendy Knoth requested to utilize the pole sign for both businesses, which would need additional display area. Urquhart added there are also wall signs on the building, but wall signs are not counted towards available square footage in the ordinance.

Urquhart added a ground sign would not be practical due to the fact bikes are stored in the front yard during business hours, and the remainder of the front yard will be used for landscaping, food truck parking and vehicular access. He added prior to US-31, Beechtree St. was historically the primary north-south artery getting into the City. The high traffic would lend itself to commercial uses that would require parking in the front yard, and tall pole signs. He noted this request is slightly different, because the property does not front Beechtree.

Chair Hills opened the public hearing at 7:46pm.

Kurt and Wendy Knoth of 514 Lafayette, said they would like to use the existing pole sign for both their businesses in the building, Loose Spokes and Off the Chain Brewstillery, after making significant improvements to the property. The pole sign would allow for multiple displays in between the pole structure. Wendy Knoth added that a ground sign would not be appropriate due to the location of where the bikes are stored in the front yard.

Norton asked what the height of the sign will be after the roof of the sign is removed. Knoth responded the height would be 18 ft.

Motion by Kozanecki, seconded by Pool, to close the public hearing was carried unanimously by voice vote. Public hearing closed at 7:49pm.

The board considered the seven basic conditions.

A. Pool said the intent of the Beechtree District would be supported by approving the variance for the pole sign. Kozanecki added the sign has been in existence for decades and is a practical improvement to support the use. All members agreed.

- Motion by Pool, seconded by Bridges, to approve Basic Condition A. Condition A passed unanimously on roll call vote.
- B. All members agreed a pole sign would not create another use in the Beechtree District. Motion by Pool, seconded by Kozanecki, to approve Basic Condition B. Condition B **passed** unanimously on roll call vote.
- C. All members agreed the property improvements and new sign would not create a detrimental effect of neighboring properties. Kozanecki added there were 11 other nonconforming pole signs in the Beechtree District. Motion by Bridges, seconded by Norton, to approve Basic Condition C. Condition C passed unanimously on roll call vote.
- D. Hills, Norton and Pool felt the fact the pole sign exists and doesn't front Beechtree, the condition is not so general or recurrent in nature. Bridges and Kozanecki expressed some concern with the fact the sign is nonconforming, but due to the location off Colfax, they are ok with this condition. Motion by Norton, seconded by Pool, to approve Basic Condition D. Condition D passed unanimously on roll call vote.
- E. All members agreed the condition or situation of the property was not a result of the applicant. Motion by Bridges, seconded by Pool, to approve Basic Condition E. Condition E passed unanimously on roll call vote.
- F. All members agreed there is no reasonable alternative location for a pole sign on the lot, due to the lay out of the site after receiving site plan approval. Motion by Norton, seconded by Bridges, to approve Basic Condition F. Condition F **passed** unanimously on roll call vote.
- G. All members agreed the continued use and expansion of the pole sign would be the minimum necessary for the variance. Motion by Kozanecki, seconded Norton, to approve Basic Condition G. Condition G passed unanimously on roll call vote.

Motion by Kozanecki, seconded by Nelson, to approve a variance related to an existing pole sign at 1434 Colfax Ave. (parcel #70-03-28-233-022): a variance from Sec. 40-705 to allow the continued use and expansion of a pole sign in the Beechtree District, where pole signs are permitted on parcels abutting US-31, based on the fact all conditions A through G are met.

Yeas: Bridges, Norton, Pool, Kozanecki, Hills. Nays: None. The Variance was **APPROVED** on a 5-0 vote.

City Planner Report

Urquhart said there would be at least one case in November. He added the Council will be appointing new members to the ZBA, leaving no vacancies on the board.

Kozanecki asked about the pole signs in the Beechtree District and if the Planning Commission should address it. Urquhart responded if new development opportunities arise, the intent of the Beechtree District would encourage smaller front yard setbacks, parking in the rear yard within a neighborhood commercial use. The building and form

Zoning Board of Appeals October 16, 2024 Page 6 of 6

standards would attract uses that would take advantage of reduced setbacks, such as wall signs, projecting, awning, ground and other permitted signs.

Call to the Audience – Second Opportunity None

Adjournment:

Motion by Kozanecki, seconded by Pool, to adjourn. Unanimously approved by voice vote. Meeting adjourned at 8:04 pm.

Brian Urquhart, City Planner

CITY OF GRAND HAVEN 519 WASHINGTON AVENUE GRAND HAVEN, MI 49417 616-935-3276

ZONING BOARD OF APPEALS NOTICE OF CANCELLATION

The December 18, 2024 regular meeting of the City of Grand Haven Zoning Board of Appeals has been cancelled. The next regular meeting is scheduled for Wednesday January 15, 2025, at 7:00 PM, Grand Haven City Hall, 519 Washington Avenue, Grand Haven, MI.

Brian Urquhart City Planner

DATED: December 9, 2024 POSTED: December 9, 2024