



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, JULY 7, 2025
7:30 PM**

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. REAPPOINTMENTS TO BOARDS & COMMISSIONS

ATTACHMENT A

- A. Chad Fisk, Historic Conservation District Commission, term ending June 30, 2028.
- B. Linda Rosema, Historic Conservation District Commission, term ending June 30, 2028.
- C. Cara Mazure, Human Relations Commission, term ending June 30, 2028.

6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS

ATTACHMENT B

- A. Jack DeMarr, Main Street Downtown Development Authority, term ending June 30, 2029.
- B. Dawn Gravelyn, Main Street Downtown Development Authority, term ending June 30, 2029.
- C. Luke Kulikamp, Human Relations Commission, term ending June 30, 2028.

7. APPROVAL OF CONSENT AND REGULAR AGENDA

8. CONTINUATION OF WORK SESSION (IF NEEDED)

9. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES

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

10. PRESENTATION

11. CONSENT AGENDA

ATTACHMENT C

- A. Approve the Regular Council meeting minutes for June 16, 2025, and Special Meeting minutes for June 23, 2025.
- B. Approve the bill's memo in the amount of \$1,809,498.37.
- C. Approve the Administrative Services Agreement between the City of Grand Haven and Northwest Ottawa Recreation Authority (NORA) to continue providing administrative services to NORA.

12. UNFINISHED BUSINESS

13. PUBLIC HEARING

14. NEW BUSINESS

ATTACHMENT D

- A. Consideration by City Council of a resolution to approve the terms of MDOT AERO Sponsor Grant 2025-0548, in the amount of \$64,750.00, for the replacement of two gas dispensers, and authorize the Mayor and City Clerk to execute the necessary documents.

Airport Board recommends approval.
Administration recommends approval.
- B. Approve an agreement with Lakeshore Advantage of Holland, Michigan for economic development services in the budgeted amount of \$10,000.00.

Administration recommends approval.

15. CORRESPONDENCE & BOARD MEETING MINUTES

ATTACHMENT E

16. REPORT BY CITY COUNCIL

17. REPORT BY CITY MANAGER

18. CALL TO AUDIENCE—SECOND OPPORTUNITY

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

19. ADJOURNMENT

Attachment A

From: [COGH Application to Serve](#)
To: [Clerk: Bob Monetza](#)
Subject: COGH Application to Serve
Date: Monday, June 16, 2025 4:50:59 PM

The following application came through the Application to Serve form at GrandHaven.org.

First Name **Chad**

Last Name **Fisk**

Home Address [REDACTED]

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone [REDACTED]

Alternate Phone

Email [REDACTED]

Application Choice(s) for Citizen Board/Commission , **Historic Conservation District**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **Bachelors of Science in Architecture, University of Maryland**

Masters of Architecture, Washington University in Saint Louis, MO

Place of Employment **Mathison Architects: 2022-Present**

Gensler Chicago: 2017-2020

RTKL: 2015-2017

WDG Architecture 2007-2012

Type of Work Performed **Architecture, Urban Planning, Sustainability**

Please List Other Relevant Experience **Master Planning**

Graphic Design

Interior Design

ArchGIS Mapping

Planning and Development

From: [COGH Application to Serve](#)
To: [Clerk: Bob Monetza](#)
Subject: COGH Application to Serve
Date: Thursday, May 22, 2025 8:03:23 AM

The following application came through the Application to Serve form at GrandHaven.org.

First Name **Linda**

Last Name **Rosema**

Home Address [REDACTED]

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone [REDACTED]

Alternate Phone

Email [REDACTED]

Application Choice(s) for Citizen Board/Commission , **Historic Conservation District**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **I have a BS Degree in Elementary Education with emphasis in Social Science and History.**

Place of Employment **I currently work part-time at the Calico Cat in downtown Grand Haven.**

Type of Work Performed **I work retail customer service.**

Please List Other Relevant Experience **In my younger years I taught Pre-school and substituted in Elementary Education.**

I was manager at the Harbor House Inn for ten years. For the past 12 years I have been a member of Questers Ferry's Landing, Chapter #503, an organization dedicated to educate by research, study antiques and to donate funds to the preservation and restoration of existing memorials, historical buildings, landmarks and educational purposes. For the past ten years we have worked with Ottawa County Parks to help preserve the Weaver House at Pine Bend Park.

Attachment B

From: [COGH Application to Serve](#)
To: [Clerk: Bob Monetza](#)
Subject: COGH Application to Serve
Date: Thursday, May 1, 2025 12:27:50 PM

The following application came through the Application to Serve form at GrandHaven.org.

First Name **Jack**

Last Name **DeMarr**

Home Address [REDACTED]

City **Grand Haven**

State **MI**

Zip / Post Code **49417**

Primary Phone [REDACTED]

Alternate Phone

Email [REDACTED]

Application Choice(s) for Citizen Board/Commission , **Main Street DDA**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **Central Michigan University, BS Elementary Education**
Eastern Michigan University, Educational Leadership

Place of Employment **Retired**

Sazerac Company

Khardomah Lodge

Coley/Canteen Vending

Dutchman's Cafe & Catering

Davison Community Schools

Type of Work Performed **Sazerac Company, Market Development Manager**

Khardomah Lodge, Co-manager

Coley/Canteen Vending, Account manager

Dutchman's Cafe & Catering, Owner/Operator

Davison Community Schools, Building trades instructor

Please List Other Relevant Experience **Sales & Marketing Training Manager**

Team lead for interview committee

Public presenter

College recruitment presenter

Independent Business owner - 25 years

Burton Chamber of Commerce member

Genesee County Convention & Visitors Bureau member

From: [COGH Application to Serve](#)
To: [Clerk: Bob Monetza](#)
Subject: COGH Application to Serve
Date: Tuesday, May 6, 2025 12:20:02 PM

The following application came through the Application to Serve form at GrandHaven.org.

First Name **Dawn**

Last Name **Gravelyn**

Home Address [REDACTED]

City **Spring Lake**

State **MI**

Zip / Post Code **49456**

Primary Phone [REDACTED]

Alternate Phone

Email [REDACTED]

Application Choice(s) for Citizen Board/Commission , **Main Street DDA**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **No**

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

Educational Qualifications **My degrees are in and from:**
Michigan State University:
Anatomy and Physiology.

Grand Valley State University:
Group Science, Biology emphasis.
Elementary Education.
Master in Technology.

Place of Employment **Currently:**
Owner of Elevate Your Everyday; a women's clothing boutique @ 700 Washington Ave.
Suite 100 Grand Haven, MI 49456. I have been open for 1 year (May 2024)

Premier MD+ in Grand Haven: social media
Aesthetics by Dre in Holland: social media

Type of Work Performed **I own a small business and in charge of all operations.**

I do marketing and technology for many local businesses using Canva to create graphics.

Please List Other Relevant Experience I have been involved in many fundraising campaigns for schools, organizations, and charities.

I have also been trained in cognitive coaching and life coaching, and counseling which is valuable for helping fellow business owners.

I love being a connector of people is one of my gifts.

I have a vested interest in seeing Grand Haven downtown thrive for our community and local businesses as a business owner. While I currently live in Spring Lake, I graduated from Grand Haven High School and consider GH to be my community.

From: [COGH Application to Serve](#)
To: [Clerk: Bob Monetza](#)
Subject: COGH Application to Serve
Date: Saturday, May 31, 2025 11:39:24 PM

The following application came through the Application to Serve form at GrandHaven.org.

First Name **Luke**

Last Name **Kulikamp**

Home Address [REDACTED]

City **GRAND HAVEN**

State **MI**

Zip / Post Code **49417**

Primary Phone [REDACTED]

Alternate Phone

Email [REDACTED]

Application Choice(s) for Citizen Board/Commission , **Human Relations Commission**

Are you over 21 years of age? **Yes**

Are you a resident of the City of Grand Haven? **Yes**

Are you a registered voter in the City of Grand Haven? **Yes**

Educational Qualifications **Associate degree from MCC
Graduating in October 2025 from Purdue University Global with Bachelor's in Business
Administration**

Place of Employment **Shape Corp**

Type of Work Performed **Human Resources**

Please List Other Relevant Experience **Chamber of Commerce Leadership Connect alumni
and current Council member**

Attachment C

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 16, 2025**

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

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

Absent:

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

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Mike Gafa, Covenant Life Church.

APPROVAL OF CONSENT AND REGULAR AGENDAS

25-113 Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Ken Formsma, 317 Terrill: Shared information on the Coal Tipple and the effort to restore it.

Steve Burch, 132 Dale Ct: Commented on the proposed Safe Streets and Roads Grant.

Jim Hagen, 400 Lake: Commented on the proposed Public Safety Millage that will appear on the November 2025 ballot.

Field Reichardt, 1050 Ohio: Commented on the proposed hotel in Downtown Grand Haven.

Ryan Cotton, 515 Park Ave: Commented on the proposed hotel in Downtown Grand Haven.

Sharon Behm, 214 Washington: Commented on the proposed hotel in Downtown Grand Haven.

PRESENTATION

Ottawa County Road Commissioner Field Reichardt presented information on the history of the Commission and current projects.

CONSENT AGENDA.

25-114 Approve the Regular City Council Meeting Minutes of June 2, 2025.

25-115 Approve the bill's memo in the amount of \$966,415.86. **Attachment A**

25-116 Approve a Contractor Services Agreement with Advanced Pavement Marking of West Olive, Michigan, in the budgeted amount of \$52,824.30 for the city-wide Pavement Marking and Striping.

25-117 Approve a lease agreement between the Grand Haven-Spring Lake Sewer Authority and the City of Grand Haven, contingent upon approval and concurrence of the City Attorney, for a city-owned public parking lot at the east end of Washington Avenue.

25-118 Approve fiscal year 2024-25 budget amendments for the General Fund (101), Major Streets Fund (202), Local Streets Fund (203), Special Revenue Funds (243-276), and Public Improvement Fund (401).

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

Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve a final resolution for a zoning change request from CB, Central Business District, to PD, Planned Development District, and associated Preliminary Development Plan for a hotel at 233 Washington Avenue. (parcel #70-03-20-432-017).

25-119 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to amend the zoning change request by removing the word “Public” and the last sentence from Section 4 (Conditions) item 10.

Roll Call Vote:

This motion carried unanimously.

25-120 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve a final resolution for a zoning change request from CB, Central Business District, to PD, Planned

Development District, and associated Preliminary Development Plan for a hotel at 233 Washington Avenue. (parcel #70-03-20-432-017) as amended.

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS

25-121 Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve a contract with Midwest Construction Group of Zeeland, Michigan, for the Sluka Field Renovations project in the budgeted amount of \$534,884.76, with \$293,900.00 coming from the Michigan Department of Natural Resources Land and Water Conservation Fund, and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

This motion carried unanimously.

25-122 Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz**, to approve the Grand Haven Airport Premises License and Hangar Development Agreement.

Roll Call Vote:

This motion carried unanimously.

25-123 Council Member **Fritz** moved, seconded by Council Member **Lowe**, to approve a resolution to authorize staff to submit a Safe Streets and Roads for All grant application to perform a comprehensive safety action plan for the City of Grand Haven and commit the 20% City match of \$89,000.00 to be spread over fiscal years 2026-2028.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz shared that the Pride Festival was a great event.

Mayor Monetza shared that he attended the Pride Festival and the Feast of the Strawberry Moon.

CITY MANAGER REPORT

City Manager Ashley Latsch introduced Tahlor Carlen as the new Human Resources Manager.

CALL TO AUDIENCE SECOND OPPORTUNITY

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 8:39 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Regular City Council Meeting Minutes
Monday, June 16, 2025
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Attachment A

To: Ashley Latsch, City Manager
From: Emily Greene, Finance Director *ELG*
CM Date: 06.16.25
RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 06.04.25	ACH WARRANT 06.11.25	WARRANT 06.11.25	CREDIT CARD WARRANT 6/10/2025	VOIDS	TOTALS
101	General Fund	\$45,864.39	\$32,682.99	\$32,537.39	\$9,352.45	\$0.00	\$121,437.22
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$1,647.02	\$23,121.66	\$0.00	\$0.00	\$0.00	\$24,768.68
203	Local Street Fund	\$1,204.13	\$2,280.88	\$0.00	\$0.00	\$0.00	\$3,485.01
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brid LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St. Dist. Dev	\$577.98	\$389.54	\$1,528.60	\$2,493.04	\$0.00	\$4,989.16
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$193,473.59	\$36,149.00	\$76,891.23	\$1,105.84	\$0.00	\$307,619.66
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$70,269.97	\$107.57	-\$82.44	\$0.00	\$70,295.10
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec. Authority	\$0.00	\$469.70	\$0.00	\$337.16	\$0.00	\$806.86
509	Sewer Authority Operations	\$23,641.83	\$8,412.96	\$5,924.46	\$106.43	-\$143.26	\$37,942.42
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOVS Operating	\$41,583.91	\$20,679.55	\$2,398.92	\$0.00	\$0.00	\$64,662.38
510	NOVS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOVS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$48.82	\$12,239.57	\$199.71	\$0.00	\$0.00	\$12,488.10
590	City Sewer Fund	\$146,039.09	\$13,961.87	\$1,430.58	\$99.90	\$0.00	\$161,531.44
591	City Water Fund	\$93,792.70	\$19,319.29	\$4,031.66	\$270.70	\$0.00	\$117,414.35
594	City Marina Fund	\$1,337.55	\$1,705.00	\$697.51	\$580.06	\$0.00	\$4,320.12
597	City Boat Launch Fund	\$40.05	\$139.09	\$0.00	\$0.00	\$0.00	\$179.14
661	Motorpool Fund	\$2,603.72	\$30,107.27	\$283.69	\$26.34	\$0.00	\$33,021.02
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$1,255.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,255.20
679	Health Benefit Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$554,109.98	\$272,128.34	\$126,031.32	\$14,289.48	-\$143.26	\$966,415.86

\$966,415.86 Total Approved Bills

\$1,255.20 Minus eligible bills for release without prior approval: including Utility,
\$965,160.66 Retirement, Insurance, Health Benefit, and Tax Collection Funds

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
SPECIAL CITY COUNCIL MEETING
MONDAY, JUNE 23, 2025**

The Special Meeting of the Grand Haven City Council was called to order at 11:00 a.m. by Mayor Bob Monetza at Mulligan's Lodge, 600 Mulligan Drive, Grand Haven, MI 49417.

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

Absent:

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, and City Planner Brian Urquhart

CALL TO THE AUDIENCE

NEW BUSINESS

25-124 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin**, to approve a resolution of intent to vacate a portion of the right-of-way between 233 Washington Avenue (parcel#70-03-20-432-017), an approved condition of the Planned Development.

Roll Call Vote:

This motion carried unanimously.

ADJOURNMENT

Mayor Monetza adjourned the meeting at 11:02 a.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

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

07.07.25

NEW FUND NUMBER	FUND NAME	WARRANT 06.18.25	ACH WARRANT 06.27.25	WARRANT 06.27.25	ACH WARRANT 07.02.25	WARRANT 07.02.25	VOIDS	TOTALS
101	General Fund	\$92,080.64	\$45,083.48	\$137,180.78	\$8,865.38	\$34,840.86	\$100.00	\$317,951.14
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$1,090.35	\$6,133.99	\$537.88	\$491.40	\$0.00	\$0.00	\$8,253.62
203	Local Street Fund	\$104,852.79	\$3,529.97	\$7,356.04	\$491.39	\$0.00	\$0.00	\$116,230.19
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$30.00	\$91.09	\$10,956.33	\$0.00	\$86.19	\$0.00	\$11,163.61
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	\$0.00	\$800.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$49,618.70	\$95,387.02	\$154,338.13	\$72.27	\$0.00	\$0.00	\$299,416.12
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$21,684.32	\$287,594.19	\$0.00	\$0.00	\$0.00	\$309,278.51
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operations	\$0.00	\$30,688.91	\$13,871.49	\$0.00	\$86.72	\$0.00	\$44,647.12
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$735.94	\$46,446.72	\$108,704.22	\$152.15	\$87.62	\$0.00	\$156,126.65
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$79.46	\$9,180.58	\$1,104.11	\$0.00	\$0.00	\$0.00	\$10,364.15
590	City Sewer Fund	\$1,151.73	\$22,209.73	\$186,749.36	\$110.00	\$42.73	\$0.00	\$210,263.55
591	City Water Fund	\$6,447.29	\$39,085.94	\$77,130.36	\$5,192.00	\$53.32	\$0.00	\$127,908.91
594	City Marina Fund	\$4,079.46	\$2,497.36	\$6,110.57	\$10.30	\$0.00	\$0.00	\$12,697.69
597	City Boat Launch Fund	\$0.00	\$561.75	\$0.00	\$0.00	\$0.00	\$0.00	\$561.75
661	Motorpool Fund	\$9,566.31	\$3,753.87	\$3,156.80	\$31.02	\$47.42	\$0.00	\$16,555.42
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$103,920.00	\$0.00	\$0.00	\$103,920.00
678	OPEB/Retiree Benefits Fund	\$40,202.79	\$0.00	\$1,254.35	\$0.00	\$951.57	\$0.00	\$42,408.71
679	Health Benefit Fund	\$91.80	\$0.00	\$29.93	\$0.00	\$0.00	\$0.00	\$121.73
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$0.00	\$12,164.90	\$8,664.60	\$0.00	\$0.00	\$0.00	\$20,829.50
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$310,027.26	\$338,499.63	\$1,004,739.14	\$120,135.91	\$36,196.43	\$100.00	\$1,809,498.37

\$1,809,498.37 Total Approved Bills
 \$167,279.94 Minus eligible bills for release without prior approval: including Utility,
 \$1,642,218.43 Retirement, Insurance, Health Benefit, and Tax Collection Funds



CITY OF GRAND HAVEN

Finance Department

519 Washington Avenue

Grand Haven, MI 49417

Phone: (616) 847-4893

TO: Ashley Latsch, City Manager

FROM: Emily Greene, Finance Director EG

DATE: June 27, 2025

SUBJECT: Northwest Ottawa Recreation Authority Administrative Services Agreement

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

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

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

NORTHWEST OTTAWA RECREATION AUTHORITY ADMINISTRATIVE SERVICES AGREEMENT

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

RECITALS

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

TERMS AND CONDITIONS

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

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

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

1) Human Resources & Personnel Matters:

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

2) Accounting & Finance:

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

3) Payroll & Benefits:

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

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

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

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

2. **Authority.**

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

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

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

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

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

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

Northwest Ottawa Recreation Authority

City of Grand Haven

By: _____
William Montgomery, Chair

By: _____
Robert Monetza, City Mayor

By: _____
Rebecca Hopp, Vice Chair

By: _____
Maria Boersma, City Clerk

Exhibit A

NORA Services & Activities

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

Services provided include, but are not limited to:

Adult and youth sport leagues, clinics and camps (volleyball, kickball, pickleball, basketball, soccer, softball, baseball, lacrosse, tennis, etc.), safety certifications (ATV/Quad, boaters, snowmobile), cheerleading, performing arts, special events (Mother Daughter Tea, Princess Party, Dads & Daughter Dance, Mom & Sons Western Rodeo, Youth Track Meet, Drawing, Punt, Pass & Kick), self-defense, and Recreation Summer School.

Attachment D

Grand Haven Memorial Airport

MEMO TO: Dana Kollwehr, Assistant City Manager
FROM: Tom Manderscheid
DATE: June 25, 2025
SUBJECT: Agenda Item MDOT AERO Sponsor Grant #2025-0548

BACKGROUND

The MDOT AERO Sponsor Contract in the amount of \$64,750.00 is to provide funding for the replacement of the (2) two dispenser pumps at the Grand Haven Memorial Airport. The present pumps are well over 25 years old and have exceeded their service life.

The project consists of disconnecting and removing the existing two pumps, revise any dispense/pump foundations, update and current codes if required, change emergency and shut off valves if required, electrical components will meet Class 1 Div (explosion proof), install any new filters or O-rings after testing and rework yellow bumpers and decals on dispensers.

The replacement of the two gas dispensers is within our 2025-26 Capital Budget and in the Airport Capital Improvement Plan.

The project will be funded by a MDOT Sponsor Grant #2025-0548 with Federal and Local funding of zero dollars; State funding of \$64,750.00 or 100%. MDOT will reimburse the City \$32,375.00 as soon as the contract is executed. And the remainder \$32,375.00 will be paid after the closeout paperwork is submitted to MDOT.

RECOMMENDATION

It is requested the City Council adopt a resolution approving the terms of MDOT AERO Sponsor Grant 2025-0548, in the amount of \$64,750.00, replacement of the two gas dispensers, authorizing the Mayor and the City Clerk to execute the Agreement.

Attachments

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF GRAND HAVEN

CONTRACT FOR A STATE/LOCAL

AIRPORT PROJECT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and City of Grand Haven (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at Grand Haven Memorial Airpark (AIRPORT), whose associated city is Grand Haven, Michigan, such undertaking described in detail in Exhibit 1, dated June 13, 2025, attached hereto and made a part hereof (PROJECT).

PROJECT DESCRIPTION: Replace Jet A Fuel Dispenser Pumps (MAC 14)

The parties agree that:

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

THE SPONSOR WILL:

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

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h.
 - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR also agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
6. In the performance of the PROJECT, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
7. Follow the PROJECT timeline outlined in Exhibit 1. The PROJECT must be closed out on or before December 31, 2025.
8. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

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

IT IS FURTHER AGREED THAT:

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

Maximum MDOT Share	\$64,750
SPONSOR Share	\$0
Estimated PROJECT COST	\$64,750

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

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

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

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

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

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

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

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

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of

expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF GRAND HAVEN

E-SIGNED by Bob Monetza
on 2025-06-15 23:44:04 EDT

By: _____
Authorized Signer Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1
Grand Haven Memorial Airport
GRAND HAVEN, MICHIGAN

Project No. SL-2025-MAC 14
Location ID: 3GM
Job No. 224598CON
State Local Program

June 13, 2025

CONSTRUCTION (CON)		\$	Federal	\$	State	\$	Local	\$	Total
			-		64,750		-		64,750
Replace Jet A Fuel Dispenser Pumps (MAC 14)	100%	\$	-	\$	64,750	\$	-	\$	64,750

			Federal		State		Local		Total
TOTAL MDOT PROJECT BUDGET				\$	64,750			\$	64,750
TOTAL PROJECT PERCENTAGE			0%		100.0%		0.0%		100%

*Note:

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

Priority Billing Order:

Payment 1 - expected after contract execution	
T43589/1000 \$32,375.00 State	50% of Total Budget
Payment 2 -expected after MDOT PM approval of doc. first 50% of costs expended to date	
T43589/1000 \$32,375.00 State	Rem Budget (<= 50% of Total Budget +)

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

ATTACHMENT 6

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

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

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

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

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

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

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

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

ATTACHMENT 11

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

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

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

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

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

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

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

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

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

[illegible]

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

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

PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
-----------------------	-------	-----------	------

COMMENTS

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

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

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

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

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

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

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

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

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

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

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

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

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

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

CITY OF GRAND HAVEN

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



TO: Ashley Latsch, City Manager

FROM: Dana Kollewehr, Assistant City Manager *DK*

DATE: July 2, 2025

SUBJECT: Economic Development Services Agreement

In the fall of 2024, the City Council adopted a new approach for implementing its economic development strategy and services. At that time, staff recommended, and the City Council approved, a hybrid solution that involved utilizing internal city staff support and expertise, engaging external experts for financial and pro forma reviews, and formally partnering with the local regional Economic Development Organization (EDO), Lakeshore Advantage, for additional traditional economic development activities and support. As staff continues to carry out this new strategic direction, we recommend that the City move forward with formalizing its partnership with Lakeshore Advantage.

As we develop our City-wide strategic recruitment and retention efforts, the City requires access to strong expertise in economic development, incentives, and abatement review, as well as State and Federal grant opportunities. Lakeshore Advantage is uniquely positioned and experienced to support City staff in implementing the City's economic development plans, goals, and vision. Through a service agreement, Lakeshore Advantage will provide the following services:

- Conduct primary business retention visits
- Provide manufacturers with information on Federal, State, and local business assistance/incentive programs – assist companies with groundbreakings and open houses.
- Assist the City in obtaining Federal and State grants and loans to help finance public infrastructure improvements required for major private sector investments.
- Provide information on available industrial sites, land, and buildings to leads and prospects.
- Provide information on other resources for primary small business start-ups
- Business attraction activities
- Other activities mutually agreed upon that align with Lakeshore Advantage's core service areas

Additional services and details are outlined in Exhibit A of the attached agreement. I have included Lakeshore Advantage's Local Unit of Government Funding Formula for suggested contributions, which provides an objective method to determine the relative size of contributions from units of local government in Allegan and Ottawa Counties. Based on the City's Industrial Facilities Tax (IFT) State Equalized Value (SEV) and civilian labor force, the recommended contribution level with Lakeshore Advantage is \$20,000.00; however, staff recommends an investment of \$10,000.00, considering this is a new arrangement and an increase from the initially projected cost of \$7,500.00.

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

LAKESHORE ADVANTAGE CORPORATION

This Agreement is entered into on July 1, 2025, by and between the City of Grand Haven, located at 519 Washington Ave., Grand Haven, MI 49417 (“**Community Partner**”) and Lakeshore Advantage Corporation located at 65 E. 7th Street, Holland, Michigan 49423, (“**Lakeshore Advantage**”).

The Community Partner requests certain economic development services, and Lakeshore Advantage desires to provide such services and is qualified to perform such services.

For and in consideration of the mutual covenants hereinafter contained, the Community Partner and Lakeshore Advantage agree as follows:

1. **Services.** Lakeshore Advantage and its employees will perform certain economic development services for the Community Partner, as designated in the Statement of Work, which is attached hereto and incorporated herein as “**Exhibit A**” (“**Services**”). Lakeshore Advantage agrees to consider and discuss the Services that may be needed by the community; provided, however, that the terms and conditions under which any such Services are provided by Lakeshore Advantage will remain at the exclusive discretion and control of Lakeshore Advantage.
2. **Payment.** The Community Partner will pay Lakeshore Advantage for its Services on an annual basis in a single payment, at the rate identified in the schedule that is attached hereto and incorporated herein as “**Exhibit B**”. The Community Partner will make payments timely after the execution of this Agreement and receipt of an invoice.
3. **Term.** The term of this Agreement will be for a period of three years, commencing July 1, 2025, and continuing until June 30, 2026, unless otherwise terminated as provided for in this Agreement.
4. **Termination.** Either party may terminate this Agreement, or any of the Services performed hereunder, with or without cause, at any time, upon providing the other party with thirty (30) days prior written notice. Any notice will be deemed given when personally delivered or by mailing such notice, postage prepaid, to the other party at the address set forth above. In the event of an early termination of this Agreement, Lakeshore Advantage will be paid the annual fee referenced in Exhibit B hereto on a pro-rated basis to the effective date of the termination. If such termination occurs after the Community Partner has paid Lakeshore Advantage, Lakeshore Advantage will reimburse the Community Partner the pro-rated amount within sixty (60) days of termination.
5. **Independent Contractor.** It is expressly understood and agreed that Lakeshore Advantage is an independent contractor. The employees, servants and agents of Lakeshore Advantage will in no way be deemed to be and will not hold themselves out as the employees, servants or agents of the Community Partner. Lakeshore Advantage’s employees, servants and agents will not be entitled to any fringe benefits of the Community Partner such as, but limited to, health and accident insurance, life insurance, paid vacation

leave, paid sick leave or longevity. Lakeshore Advantage will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. Lakeshore Advantage will carry workers' compensation and unemployment compensation coverage for its employees, as required by law. It is also expressly agreed that Lakeshore Advantage will not be covered by or participate in any benefits extended to Community Partner's employees through the Community Partner's pension plans, deferred compensation plans or personnel policies and procedures.

6. **Report of Services.** Lakeshore Advantage will report to the Board of Trustees or Directors of the Community Partner as requested and will otherwise be available to meet with and provide reasonable information relating to the Services to the Community Partner.
7. **Compliance with Law.** Lakeshore Advantage will render the Services in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. Lakeshore Advantage will adhere to all Federal, State and local laws, ordinances and regulations prohibiting discrimination with regard to persons seeking and/or receiving Services. Lakeshore Advantage will not discriminate against a person to be served or an employee or an employee or applicant for employment, because of race, color, religion, national origin, age, sex, handicap, health, weight, marital status, political affiliation or beliefs, or citizenship as required by law. Lakeshore Advantage's breach of the covenant will be regarded as a material breach of this Agreement.
8. **Modification and Execution.** This Agreement may only be modified by a written agreement signed by the authorized representatives of the Community Partner and Lakeshore Advantage. This Agreement may be executed by the Community Partner and Lakeshore Advantage in separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same Agreement. Electronic signatures will be considered genuine and enforceable. The persons signing this Agreement on behalf of the parties hereto certify that they are duly authorized to sign on behalf of the parties and that this Agreement has been authorized by the appropriate parties.
9. **Assignment.** Lakeshore Advantage may not subcontract or otherwise assign its duties and obligations under this Agreement without the prior written consent of the Community Partner, which consent may not be unreasonably withheld.
10. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the Services and, as of the effective date hereof, supersedes any and all prior agreements between the parties, if any. Community Partner and Lakeshore Advantage acknowledge that they have read this agreement and had an opportunity to consult with legal counsel and are freely entering into this Agreement. If any provision of the Agreement is held to be invalid, the remainder of the Agreement will not be affected thereby except where the invalidity of the provision will result in the illegality and/or unenforceability of this Agreement.

11. **Michigan Law.** This Agreement is governed by and will be interpreted and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

LAKESHORE ADVANTAGE CORPORATION

BY: _____

DATE: _____

Jennifer Owens
ITS: President

City of Grand Haven

BY: _____

DATE: _____

NAME
ITS:

EXHIBIT A STATEMENT OF WORK

1. RETENTION & EXPANSION ACTIVITIES:

Conduct primary business retention visits to existing primary employers in Ottawa and Allegan County. A primary employer exports goods and/or services outside of our region.

Provide manufacturers with information on Federal, State and local business assistance/incentive programs (including financing, tax abatements, worker training and technical assistance); assist companies with groundbreakings and open houses.

Assist local units of government in obtaining Federal and State grants & loans to help finance public infrastructure improvements required for major private sector investments.

Provide information on available industrial sites, land & buildings to leads and prospects.

2. SMALL BUSINESS DEVELOPMENT ACTIVITIES:

Provide information on other resources for primary small business start-ups (such as preparing a business plan, requesting a bank loan, obtaining licenses and permits and conducting market research).

Provide referrals to small business support and training sessions held by the MI-SBDC Network.

3. BUSINESS ATTRACTION ACTIVITIES:

Offer prospective sites in Ottawa and Allegan Counties in response to applicable MEDC Site Searches.

Promote Ottawa and Allegan Counties to industrial leads and prospects that are compatible with the existing industrial base, contribute to the diversification of the economy and/or are engaged in high-tech activities.

Host prospect visits.

4. OTHER ACTIVITIES:

Provide other economic development services that correspond with Lakeshore Advantage's three core service areas.

- Grow - Maintaining a robust primary business base.
- Plan - Looking forward to ensure long term economic health.
- Solve - Tackling economic challenges.

EXHIBIT B
SCHEDULE OF ANNUAL COMPENSATION

<u>Year</u>	<u>Amount</u>
2025	\$ 10,000

Assumptions for the proposed Local Units of Government (LUG) Funding Formula

Utilizing a funding formula will provide an objective method for determining the relative size of suggested contributions from the local units of government in Allegan and Ottawa County.

The proposed funding formula involves evaluating two key factors for each local unit of government. One factor- **Industrial & IFT SEV** is probably most related to the mission, work activities and results of an Economic Development Organization. The second factor- **Civilian Labor Force** is related to talent development which has become a core service of our regional organization.

The Industrial & IFT SEV information is obtained from the each of the Counties' Equalization Department Reports. This factor is a combination of the Industrial Real Property Equalized Valuations and the Industrial Facilities Exemptions Total of New & Rehabilitated Equivalent State Equalized Values. The most recent available information is for 2023.

The Civilian Labor Force information is obtained from the U.S. Census Bureau's American Community Survey (ACS) five-year estimates. This factor is the number of persons 16 years of age and older in the civilian labor force. The most recent estimates available are for 2022.

For each factor, the values are ranked from high to low. Then the list of values is divided into quartiles- four equal groups based on the size of the values, as shown below:

<u>Industrial & IFT SEV</u>		<u>Civilian Labor Force</u>	
Q1	497+	Q1	27,765+
Q2	46 - 496	Q2	3,847 - 27,784
Q3	8 - 45	Q3	2,043 - 3,846
Q4	2 - 7	Q4	1,375 - 2,042

The dollar amounts assigned per quartile with each of the above factors are as follows:

Q1.	\$ 20,000
Q2.	10,000
Q3.	5,000
Q4.	3,000

Applying these above dollar amounts results in distributions of proposed contributions listed in the column titled **Proposed Formula (Minimum)**. Note: Additional suggested investment is

requested for communities where special programs are also administered by Lakeshore Advantage.

Therefore, the proposed targeted funding amount for the City of Grand Haven is \$20,000.

If you have any questions concerning these assumptions and the proposed LUG funding formula, please do not hesitate to contact me. Thank you.

Attachment E

From: [Brent Clark](#)
To: [Brent Clark](#)
Subject: New FAQs for \$20 Million Millage Request for Public Safety Dept (2 mils / 10 yrs)
Date: Thursday, June 26, 2025 12:21:14 PM
Attachments: [image.png](#)

\$20 Million Millage Request for Public Safety Dept (2 mils / 10 yrs)

Hon Mayor Bob Monetza
City Council Members
cc Exec Asst Melissa Bos
cc DPS Director Nicole Hudson

cc: City Mgr Ashley Latsch
cc: City Clerk Maria Boersma
cc: Asst CM Dana Kollewehr

Melissa, please include this memo in the council's next meeting packet and also in the appendix docs so the public can find it in the meeting agenda materials. Thank you. Brent Clark

Hello, Friends of Grand Haven. It's important we all start learning about the city's 2 mil/yr x 10 yrs (\$20 million) request on November's ballot. The following captures some useful information the city is trying to get out to the community to help with that learning process. Below also summarizes some of what we hear you and others talking about on the street so city leaders can address your questions and concerns between now and election day.

Millage Website

City hall recently posted the new DPS website for the Nov 2025 millage request. \$20 million (\$2 mil/yr for 10 yrs).

[https://link.edgepilot.com/s/6133eaef/uOSBKEbN802YfjmseXRGBA?](https://link.edgepilot.com/s/6133eaef/uOSBKEbN802YfjmseXRGBA?u=http://www.grandhavenpublicsafetymillage.org/)
[u=http://www.grandhavenpublicsafetymillage.org/](http://www.grandhavenpublicsafetymillage.org/)

The website lists town hall meetings and Q&A's. It offers tours of the police and fire station to see with your own eyes how run down and needy the building and equipment are.

PRESENTATIONS WITH Q&A Central Park Place 421 Columbus Avenue	GUIDED FACILITY TOURS GHDPs 525 Washington Avenue
<ul style="list-style-type: none">▶ August 27 Mackinaw Ballroom 5:30pm- 7:00pm▶ September 24 Mackinaw Ballroom 5:30pm- 7:00pm▶ October 23 Mackinaw Ballroom 5:30pm- 7:00pm	<ul style="list-style-type: none">▶ July 16 7:00am- 9:00am 12:00pm- 2:00pm 5:00pm- 7:00pm▶ August 12 7:00am- 9:00am 12:00pm- 2:00pm 5:00pm- 7:00pm▶ August 20 7:00am- 9:00am 12:00pm- 2:00pm 5:00pm- 7:00pm▶ September 8 7:00am- 9:00am 12:00pm- 2:00pm 5:00pm- 7:00pm▶ September 20 1:00pm- 3:00pm▶ October 2 7:00am- 9:00am 12:00pm- 2:00pm 5:00pm- 7:00pm▶ October 15 7:00am- 9:00am 12:00pm- 2:00pm 5:00pm- 7:00pm

We encourage everyone to visit the website. Attend the town halls and tours to learn more about the millage request. See with your own eyes what shape our police and fire dept is in. Understand what the millage money will be used for. It's a big #.

About \$5,000 (\$500/yr) for a home with a \$500,000 market value. The city is giving (encouraging) us a chance to get well informed before November. We should. Mark these dates on your calendar and go to as many of them as you can.

What Makes a Successful Millage

Millages win or lose on three factors:

1. Trust
2. Transparency
3. Stewardship

Trust. Do we trust our city leaders to want money for the right reasons? And use it for the right purposes? The city wants the new millage for three reasons: Remodel the building. Buy new equipment. Improve staff skill sets. What's wrong with the building? What's wrong with the equipment? What do the staff need? The city needs to explain each of these in detail, so city voters are ready to say "yes" to Trust in November.

Transparency. Have city leaders spelled out clearly and fully why they need new money? Be specific. Detailed. How much money will each of these three needy areas get out of the \$20 million millage? Why doesn't the city's growing tax base year after year cover these needs? If the new millage is intended to take pressure off the General Fund, then how much net money ends up in the DPS's budget? Details are needed. Explained so voters can understand? The city needs to explain each of these in detail, so city voters are ready to say "yes" to Transparency in November.

Stewardship. Are city leaders spending our tax dollars wisely? Our city's annual budget process is long and arduous. Starting with departments declaring their needs. And ending with city council signing off on it. The annual budget is a roadmap (accountability tool) for how to spend our tax dollars during the year. Voters don't understand our budget or this process well. It's important but boring. The city needs to explain (in a way voters can understand) what's in the budget and why listed expenses are top priority, so city voters are ready to say "yes" to Stewardship in November.

The FAQ's are not Responsive to the Word on the Street

The millage website's FAQ Section is fluffy. Wrong questions. Need more detail. Here's what voters on the street are asking. To get the voters to "yes" on the millage in November, they want answers now.

1. **Property Values in the City have Skyrocketed over 30% in the last Five Years. Why can't the City Live on the Tax Money it Already Has?** City tax revenues are over \$11 million today compared to \$9 million in 2020, a 26% jump in just 5 years. Total revenue during those same 5 years climbed from \$58 million in 2020 to \$70 million in 2024. Why the need for more? (Trust / Transparency / Stewardship)

2. **Why does the DPS need a New \$2M/yr on top of its Current \$6.6M/yr? A 13% increase.** City hall says our demand for public safety (fire, police, EMS) has outpaced our spending on it. We've stitched the dept together for years. It's caught up with us. The DPS has reached its tipping point. It has fallen behind in buildings, equipment, and staffing. It's come time to catch up. Our city budget is \$15M/yr. DPS gets 44% of that. Roughly \$6.6M. A percent on par with peer communities. Another 2 mills = approx. \$2M a yr (\$20M for 10 yrs) of new money to the city, earmarked for DPS. It's a "dedicated" millage. Only the DPS can spend it. (Trust / Transparency / Stewardship)

However, the city says some of the DPS's current \$6.6 is going back to the General Fund if the millage passes. Once back into the General Fund, that old money will be reallocated to other departments that need it worse. (Transparency)

That's good to know. Please spell it out in detail. How much is going back into the General Fund? What departments will get it? How will they use it? What will the departments do with the extra money they couldn't do without it? What if the millage doesn't pass – what won't get done? What's at risk? If we must "limp along" without the millage money, what does "limping along" mean? If the DPS building doesn't get repaired, what's the risk? If the DPS equipment doesn't get upgraded, what's the risk? If DPS staff don't get training, what's the risk? Some actual examples please? Easy questions. Lacking answers. The city needs to detail it out so voters know and can understand. If not explained or illustrated in detail, the voters will see it as hiding something from them and vote "no" on the millage for the wrong reasons. (Trust / Transparency / Stewardship)

3. **Why won't the City's Skyrocketing Real Estate Market Values and New Housing Construction bring in enough New Money to Meet our DPS's Growing Service Needs?** City hall says expanded services and new housing in the city are causing much of the stress on our police and fire department. That argument cuts both ways. Over 500 new homes and double-digit property value hikes in recent years have brought in a lot of new tax dollars to the city. 500 new homes, each worth \$500,000, adds an extra \$250 million to the city's tax base. Fifteen mills on 50% of that tax base earns the city an extra \$1.8 million in revenue to work with each year. That's 90% of the \$2 million being asked for on the millage. And, that's not even counting the 5-7% inflation increase in home property values every year. All total, new taxes on growing property values will far exceed the DPS millage request. How can all that new tax money flowing into the city not more than cover any DPS "service stretching" it faces? The city needs to explain in detail why.

And, by the way. How did the city reach the magic number of 2 mills vs 1 mil, or even 1.5 mills? Why does 2 mills solve our DPS woes that 1 or 1.5 mills don't? The voters need to know if the city wants them to vote "yes" on the millage in November. (Trust / Transparency / Stewardship)

4. **Is the DPS Millage Request just a Straw Man (a Bait & Switch) to get More Money into the City's Coffers?** If the DPS will lose some of its current 44% of

the city's budget, how much and why? Where will the lost funds be reallocated and why? The new earmarked 2 mills will replace some of the DPS's old General Fund money. Some voters will think the worst. A bunch of smoke and mirrors. A bait & switch. Just another way for the city to dig deeper into our pockets. A shell game. Using the DPS as a straw man for new money to the city with no transparency or accountability to the public. That view left unanswered will torpedo the millage request. Details of who gets how much and to use it for what is something the voters need to know if the city wants them to vote "yes" on the millage in November. (Trust / Transparency / Stewardship)

5. **New Money vs Current Budget Allocations to DPS.** The cost of some DPS upgrades is already in the city's new 2025-26 budget. Which ones? How much for each? What is it earmarked for? What will a new \$2 million a year do extra that the current budget can't do?

6. **City MERS DP Pension Underfunding.** Is any of the money being returned to the General Fund going to then be used to pay down the city pension underfunding balance? As of June 30, 2024, the underfunded balance was \$34,711,768. Each year the city pays into the plan a mandatory amount towards the balance. Plus, an extra discretionary amount. What are those mandatory and discretionary amounts? Will the paydown pattern change with more money in the General Fund now?

7. **Why should Voters Fork out New Money when the City is letting Central Park Place and others City Properties Lose Money Year after Year with no end in Sight?** Through nobody's fault, and despite the best efforts, our Central Park Place (the old community center) has chronic (significant) losses year after year. It's not viable as a venue. The city subsidizes it. It's on life support. We pour taxpayer money into it to keep the doors open and the lights on. Good minds and kind hearts have tried desperately to make the CPP profitable, or to at least breakeven. To no avail. As an event center it just doesn't draw a crowd. Now, to make it even harder, in the next few years 3-4 more event centers will open. The Diesel Plant. Probably the Grand Landing hotel. Chinook Pier. Probably Harbor Island once redeveloped. If the CPP can't make a go of it now, how will it fare any better competing against a crowded field? Over the last five years (2020-25), how much has the city subsidized Central Park Place each year with our tax dollars? The CPP is not the only loser. The city has a list of properties losing money. Show the public the list? Why should the voters dump in new money until the city plugs the holes of the old money being wasted? These are details the voters need to know if the city wants them to vote "yes" on the millage in November. (Trust / Transparency / Stewardship)

8. **Facility Needs.** Facilities are one of three reasons for the millage request. If it passes what % of the new money will be used on facilities each of the 10 yrs? If it doesn't pass, how will facilities be impacted each of the 10 yrs? Spell it out to voters.

9. **Equipment Needs.** Equipment is one of three reasons for the millage

request. If it passes what % of the new money will be used on equipment each of the 10 yrs? If it doesn't pass, how will equipment be impacted each of the 10 yrs? Spell it out to voters.

10. **Staffing Needs.** Staffing is one of three reasons for the millage request. If it passes what % of the new money will be used on staffing each of the 10 yrs? If it doesn't pass, how will staffing be impacted each of the 10 yrs? Spell it out to voters.

11. **Is 500 Washington Ave Really the Best Location for our DPS?** Our current DPS building dates back more than 80 yrs. It's a money pit. The foundation is crumbling. The HVAC system is antiquated and inefficient. The building is a bunch of add-ons and refits. The whole building is nearly 100% functionally obsolete. It has a history of patches and band aides. Are we throwing good money after bad with a new millage? A silk purse out of a sow's ear? Perfume the pig? Besides the building itself, the location is difficult for big, long firetrucks and EMS vehicles to maneuver in and out, along narrow, crowded city streets. Is a firehouse on the 500 block of Washington Ave really the highest and best use of that property? Should we sell high and build cheap elsewhere? Are we trapped in a "we've always done it this way" mind set? Our city has grown to the East and South over the last 80 years. Have we considered where our DPS facilities might be better located, strategically? Jackson Ave? Beacon Blvd? Are we looking at the big picture and planning for the next 80 years instead of stuck in the last. Have we stepped back and rethought this? The public wants to know given the high price tag of a DPS millage. We must take the long view and be wise with our money.

The 20 / 60 / 20 Rule

20% of the voters won't support a millage request no matter what. It's not in their DNA. Another 20% of the voters will vote without question, trusting souls. It's the 60% in the middle that must be won over, or at least ½ of them, to get the millage passed in November. They think, they study, they ask, they listen. They go to the ballot box informed.

It's good our DPS has said what it needs. Nobody wants our safety compromised. Nobody likes to hear new taxes. This is big money. It's for a long time. It's an important city service. City leaders must help the public learn and understand this millage issue. Detailed answers to these questions will help the public turn out and vote with knowledge and conviction. Trust, Transparency, and Stewardship are keys to their decisions. Thank you. Brent Clark