



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN**

**AGENDA FOR
ELECTRONIC REMOTE CITY COUNCIL MEETING**

October 19, 2020

7:30 PM

According to the Attorney General, interrupting a public meeting in Michigan with hate speech or profanity could result in criminal charges under several State statutes relating to Fraudulent Access to a Computer or Network (MCL 752.797) and/or Malicious Use of Electronics Communication (MCL 750.540). According to the US Attorney for Eastern Michigan, Federal charges may include disrupting a public meeting, computer intrusion, using a computer to commit a crime, hate crimes, fraud, or transmitting threatening communications. Public meetings are being monitored and violations of statutes will be prosecuted.

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. ELECTRONIC REMOTE MEETING PROCEDURES

ATTACHMENT A

6. CALL TO VIEWING AUDIENCE

Please go to grandhaven.org and scroll to the "Agenda" tab at the very bottom of the home page to view the complete packet for tonight's meeting. If you would like to comment during the General Business Call to the Audience section of tonight's agenda, you may enter your comments via Facebook live stream at any time during the meeting or call (616) 402-0815 when prompted. This number will be repeated throughout tonight's meeting.

7. APPOINTMENTS TO BOARDS & COMMISSIONS

8. REAPPOINTMENTS TO BOARDS & COMMISSIONS

9. PRESENTATIONS

ATTACHMENT B

- A. Tree Donation — C3 & Community Foundation
Presented By Ryan Cotton

10. APPROVAL OF CONSENT AND REGULAR AGENDAS

11. 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. Either type in your comment on the Facebook Live feed or call (616) 402-0815. Let the phone ring until it is answered. If you get a busy signal, please wait, watch and call back. We will take all callers tonight.

12. CONTINUATION OF WORK SESSION (IF NECESSARY)

13. CONSENT AGENDA

ATTACHMENT C

- A. Approve Council Electronic Remote Meeting Minutes of the Special Work Session, Regular Meeting and Closed Session Minutes of September 21 and Special Work Session and Regular Meeting Minutes of October 5.
- B. Approve the bills memo in the amount of \$3,609,527.58.
- C. Accept the funds from The Center for Tech and Civic Life awarded to the City of Grand Haven in the amount of \$5,000 to help cover 2020 election expenses incurred between June 15, 2020 and December 31, 2020 and authorize the Mayor and City Clerk to execute the grant agreement.
- D. Approve a resolution to extend the Sidewalk Cafe Permit Agreement with Long Road Distillers through October 21, 2021 and authorize the Mayor and City Clerk to sign the necessary documents.
- E. Approve the low bid from Michigan Office Solutions, Grand Rapids, MI, for the purchase of two (2) Dell PowerEdge R640 servers in the amount of \$17,480.44.
- F. Approve the low bid from Naturashied, Grand Rapids, MI, to provide and install two (2) roof membrane systems at the Municipal Airport in the amount of \$26,380 and authorize the Mayor and City Clerk to sign the necessary documents.
- G. Accept the quote from Pro-Tech, Berea, OH, for the purchase of 12 Sig Sauer Virtus patrol rifles in the amount of \$17,520 and authorize the Mayor and City Clerk to sign the necessary documents.
- H. Approve an increase in the authorized contractual amount of \$38,071.04 to add an additional \$7,876.67 for installation of private water services with Kamminga & Roodvoets, Inc., Grand Rapids, MI for the Fulton Avenue Phase I Reconstruction lead service line replacements in a not to exceed amount of \$45,947.71 and authorize the Mayor and City Clerk to sign the necessary documents.
- I. Set a public hearing on Monday, November 2, 2020 at 7:30 pm to gather citizen input on requests related to the proposed Jackson Flats Development.

14. NEW BUSINESS

ATTACHMENT D

- A. Approve the contractor services agreement with Republic Services, Muskegon, MI, for trash collection and removal services of downtown dumpsters and authorize the Mayor and City Clerk to sign the necessary documents.
Administration recommends approval.
- B. Approve a resolution to grant an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in the Crescent Building LLC Obsolete Property Rehabilitation District at 1103 Washington Avenue for a period of 12 years, beginning December 31, 2020 and ending December 30, 2032, pursuant to the provisions of PA 146 of 2000, as amended, and authorize the Mayor and City Clerk to sign the necessary documents.
Administration recommends approval.

15. UNFINISHED BUSINESS

ATTACHMENT E

- A. Consideration by City Council of a final resolution to amend Section 40-509.B of the Grand Haven Zoning Ordinance to change Automobile Wash Special Land Use Regulations and Conditions concerning vacuums.

The Planning Commission recommends approval.
Administration recommends approval.

- B. Consideration by City Council of a final resolution to amend Section 34-8 of the Grand Haven Code of Ordinances and Section 40-301.03.F of the Grand Haven Zoning Ordinance to align the fencing requirements for swimming pools, requiring a 4 foot tall fence around pools.

Administration recommends approval.

16. CORRESPONDENCE, MINUTES AND REPORTS

ATTACHMENT F

- A. Brownfield/EDC Special Meeting Minutes of July 6
- B. Board of Light & Power Meeting Minutes of August 20, September 10, September 17
- C. Electronic Election Commission Meeting Minutes of July 14
- D. Historic Conservation District Commission Minutes of August 20
- E. Human Relations Commission Minutes of July 23
- F. Northwest Ottawa Recreation Authority Meeting Minutes of April 23 and June 24
- G. Planning Commission Meeting Minutes of August 11
- H. Zoning Board of Appeals Meeting Minutes of August 19

17. REPORT BY CITY COUNCIL

18. CITY MANAGER REPORT

ATTACHMENT G

- A. Marina Seasonal Discussion

19. 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. Either type in your comment on the Facebook Live feed or call (616) 402-0815. Let the phone ring until it is answered. If you get a busy signal, please wait, watch and call back. We will take all callers tonight.

20. ADJOURNMENT

Attachment

A

CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN

Procedures for Electronic Remote Meetings
Adopted 4/20/20

Governor Whitmer issued Executive Order Number 2020-48 on Tuesday, April 14, 2020 to allow local government bodies (including their boards and commissions) to conduct remote meetings and expressly suspended compliance with section 3 of the Open Meetings Act to alleviate physical presence requirements in recognition of the threat imposed by the COVID-19 virus.

In order to comply with Executive Order 2020-48 and to best meet the intent of the Open Meetings Act, the City of Grand Haven shall:

Notify all known media outlets of all meetings at least 18 hours in advance of the meeting, and

Post the full agenda at least 18 hours before the meeting, with the complete packet received by the City Council or Board or Commission with all support documents available at grandhaven.org, and

Live stream audio and video content on one of two separate streaming platforms with closed captioning capabilities available (You Tube and Facebook Live), and

Audio content may be broadcast live on Community Radio WAWL 103.5, and

The City Clerk shall accept written feedback at lbrowand@grandhaven.org to be publically shared at the beginning and end of every meeting during General Business Call to the Audience agenda item, and

Public may make comments via Facebook live text feed and such comments shall be read aloud at the beginning and end of every meeting during General Business Call to the Audience agenda item, and

Public may call in on the telephone at (616) 402-0815 at the beginning and end of every meeting during General Business Call to the Audience agenda items, and

All votes shall be taken by roll call to ensure all votes are heard and properly recorded, and

The City Clerk shall take complete minutes of all meetings of the City Council and minutes shall also be taken by the recording secretary of all boards or commissions meeting under this policy.

This policy may be amended at any time by the City Council in order to more completely comply with the Open Meetings Act and Executive Order 2020-48.

Attachment B

Mary Angel

From: Mary Angel
Sent: Wednesday, October 14, 2020 4:18 PM
To: Mary Angel
Subject: Fall 2020 tree planting
Attachments: 2020 fall tree planting list.xlsx; TreePlanting2020_2x3.pdf

From: Todd Brand
Sent: Wednesday, October 14, 2020 4:05 PM
To: Mary Angel
Subject: Fall 2020 tree planting

The Types of trees will be:

Ginko
Greenspire Linden
American Hornbeam
Thornless Honeylocust
Tulip Tree

There are 41 locations/trees and I have planned out an additional 5 locations in case we have issues.

Thank you.

Todd Brand

Facilities and Grounds Manager
City of Grand Haven
1120 Jackson St.
Grand Haven MI, 49417
Office 616-847-3493

2020 Fall Tree Planting Through Donation

Requested by property owners

532 Lafayette	1
538 Lafayette	1
208 S 4th street	1
532 Slayton	2
1300 Sheldon	1
150 Clinton	2
939 Clofax	1
1414 Columbus	1
709 Verhoeks	1
202 S. 8th	2
1653 Slayton	1
1005 Sheldon	2

City wide tree planting

Pennoyer	
1438	1
1437	1
1422	1
1415	1
1409	1
1350	2
1331	1
1241	1
1227	1
1125	1
1130	1
1106	1
924	1
914	1
 Grant	
906	1
912	1
940	1
1117	1
1237	1
1349	3
 Franklin	
946	1
936	1
Total=	41

Additional locations if needed*

925 Franklin	1
1404 Franklin	1
1420 Franklin	1
1416 Washington	1
1405 Washington	1
Total plus 6%=	46

\$10,200(donation) divided by \$244.70(per tree)=41 Trees to be planted (plan accounts for 10% location changes)

5 Types of Trees that we will be planting:

- Ginko
- Greenspire Linden
- American Hornbeam
- Thornless Honeylocust
- Tulip Tree

2020 Fall Tree Plantings



Attachment C

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
SPECIAL WORK SESSION
MONDAY, SEPTEMBER 21, 2020
(Electronic Remote Meeting)**

The Special Work Session of the Grand Haven City Council was called to order at 7:00 p.m. by Mayor Bob Monetza.

Present: Council Members Mike Dora, Ryan Cummins, Dennis Scott, Mike Fritz, and Mayor Bob Monetza.

Absent: None.

Others Present: City Manager Patrick McGinnis, City Clerk Linda L. Browand, Assistant to the City Manager Ashley Latsch, and Community Affairs Manager Char Seise.

1. **Marina Seasonal Slip Assessment**

- Char Seise, Community Affairs Manager

Information presented in the agenda packet was reviewed and discussed by Council.

This discussion continued during the following regular council meeting.

2. **Adjournment**

After hearing no further business, Mayor Monetza adjourned the meeting at 7:30 p.m.

Robert Monetza, Mayor

Linda L. Browand, City Clerk

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 21, 2020
(Electronic Remote Meeting)**

The Regular Meeting of the Grand Haven City Council was called to order at 7:30 p.m. by Mayor Bob Monetza.

Present: Council Members Mike Dora, Ryan Cummins, Dennis Scott, Mike Fritz, and Mayor Bob Monetza.

Absent: None.

Others Present: City Manager Patrick McGinnis, City Clerk Linda L. Browand, Assistant to the City Manager Ashley Latsch, Community Affairs Manager Char Seise, Human Resources Manager Zac VanOsdol, Neighborhood Development Coordinator Rhonda Kleyn, Streets & Utilities Manager Matt Wade, and Community Development Manager Jennifer Howland.

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

A moment of silence was led by Mayor Monetza and followed by the Pledge of Allegiance.

APPOINTMENTS TO BOARDS & COMMISSIONS

20-250 Moved by Council Member **Cummins**, seconded by Council Member **Fritz**, to appoint Robert Bell to the Parks & Recreation Board with a term ending June 30, 2025 and Nicki Bonczyk to the Musical Fountain Committee with a term ending June 30, 2021. This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

20-251 Moved by Council Member **Dora**, seconded by Council Member **Scott**, to approve the consent and regular agendas, as presented. This motion carried unanimously.

CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue. There was no response.

PRESENTATION

- Linda Browand, City Clerk, was recognized and thanked for her 30 years of service with the City.

CONTINUATION OF WORK SESSION

Marina Seasonal Slip Assessment (cont'd)

Council suggested the possibility of increasing marina rates. Some docks could be made seasonal, but still allowing the 50/5 availability required by the DNR and also for the Coast Guard Festival fundraiser. Another possibility for revenue would be charging for dinghies to be moored along the seawall. The City should try to be able to have a balance between seasonal and transient with operational costs covered.

Community Affairs Manager stated that she would work with City Manager McGinnis to bring a plan to a future council meeting.

CONSENT AGENDA

20-252 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve Council electronic remote meeting minutes of the Special Work Session and Regular Meeting of September 8, 2020. This motion carried unanimously.

20-253 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve the bills memo in the amount of \$3,764,043.20. This motion carried unanimously. (Attachment A)

20-254 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve the 2021 City Council Meeting and Boards & Commissions schedules. This motion carried unanimously.

20-255 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to adopt the Fiscal Year 2020-2021 City of Grand Haven Non-Union Wage Scale, as revised. This motion carried unanimously.

20-256 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to allow Neighborhood Housing Services to accept the Grand Haven Area Community Foundation

Relief and Recovery grant in the amount of \$20,000 and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

20-257 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to allow Neighborhood Housing Services to accept the HUD grant award in the amount of \$18,500 and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

20-258 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve the State of Michigan's MIDeal Road Salt Contract for the 2020/2021 winter season from Detroit Salt Company, Detroit, Michigan, for 700 tons of salt at \$68.98 per ton, delivered, for a total amount of \$48,286 and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

20-259 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve the purchases from Preferred Ford, Grand Haven, Michigan, for two (2) Police Ford Interceptors and one (1) Ford Edge administrative vehicle in the not-to-exceed price totaling \$99,563.88. This motion carried unanimously.

Streets & Utilities Manager Wade noted one of the retired vehicles would be used for medical runs.

City Manager McGinnis stated that he was not aware that the City was actually adding another vehicle to the fleet and would look into the matter further.

NEW BUSINESS

20-260 Moved by Council Member **Fritz**, seconded by Council Member **Scott**, to approve a natural gas easement with Michigan Gas Utilities Corporation located on the Highland Park Reserve Number 5 (Parcel 70-03-29-378-035) as described in the provided easement document, and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

Public Works Director Gajdos stated the current main needed to be replaced. He noted that eight residents would not be able to have natural gas in the future if this easement were not approved.

20-261 Moved by Council Member **Scott**, seconded by Council Member **Dora**, to approve the 2020 downtown dumpster garbage collection rates in accordance with Sec. 17-2(d)3 of the City of Grand Haven Code of Ordinances. This motion carried unanimously.

City Manager McGinnis reported that the rates had not been looked at closely since 2017. It would be more fair to charge large users more for use versus residential users. Intensity fee rates would be based on estimated costs of clean-up and would spread the costs of continuous cleaning to food service businesses.

20-262 Moved by Council Member **Cummins**, seconded by Council Member **Dora**, to amend line item 101-101-730.00 Professional Services from \$15,000 to \$25,000 to elevate social media engagement. This motion carried unanimously.

City Manager McGinnis stated the City needed to elevate its social media engagement. Ms. Shyle Lyons was asked to do this and has been doing a great job.

Council agreed that Ms. Lyons was doing a good job, but the City needed to be more transparent and go out for bid for these services in the future.

UNFINISHED BUSINESS

20-263 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve a final resolution for a zoning change from OT, Old Town District to PD, Planned Development District, and the preliminary development plan for “101 North 3rd Street” commonly known as the Tribune. This motion carried unanimously. (Attachment B)

Council noted that many people were concerned with the height and the aesthetics of the building and asked if anything could be done architecturally to help soften the look. The issue of parking was also discussed.

Mr. Denny Churette, applicant, said that he would keep an open ear and if someone had an idea that made sense to aesthetically improve the building, he would be open to it. He could not commit to an essential change to the design of the structure. The project had 1 to 1 parking which he felt was sufficient but would look into additional private options. Something would be figured out if additional parking were needed. When questioned if Brownfield funds would be sought, Mr. Churette replied that he did not anticipate doing so, but understood he would have to have City approval.

REPORTS BY CITY COUNCIL

Council Member Fritz noted the passing of Supreme Court Justice Ruth Bader Ginsburg.

Council Member Dora stated the vacancy left by Ms. Bader Ginsburg were definitely big shoes to fill. He attended “Beyond the Pier” workshops and charrettes and urged people to give input. He had attended his first cultural intelligence training session and would be attending the second session tomorrow. The discussions had been very interesting and made people think.

Council Member Cummins concurred with the comments made about Ruth Bader Ginsburg. He attended the BLP, Planning Commission, and Main Street meetings. He also participated in the “Beyond the Pier” virtual workshops.

Council Member Scott noted that it had been a very busy year at the airport and all of the airplane hangars were full. He also attended a Duncan Park Commission meeting. Both of these boards were in need of members.

Mayor Monetza stated this city had pulled through adversity, accomplished a great deal, and was a great place to be. He also attended most of the same meetings as other council members. There would be a public hearing tomorrow for the Planning Commission regarding zoning and input was needed. He was pleased to see water levels had gone down about 7 inches. He spoke to the Grand Haven Outreach group about the City’s Diversity Equity Inclusion Statement.

REPORT BY CITY MANAGER

Comcast Franchise Agreement

Comcast submitted an application to the City for a uniform franchise agreement, which was allowed under the Metro Act.

Zoning Ordinance

There would be a Planning Commission public hearing held tomorrow at 7:00 p.m. regarding the proposed zoning ordinance amendments.

GENERAL BUSINESS/CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue. There was no response.

CLOSED SESSION

20-264 Moved by Council Member **Fritz**, seconded by Council Member **Cummins**, to go into closed session at 9:32 p.m. pursuant to Section 8(a) of the Open Meetings Act to discuss a personnel evaluation of the City Manager. This motion carried unanimously.

20-265 Moved by Council Member **Fritz**, seconded by Council Member **Cummins**, to come out of closed session at 10:43 p.m. This motion carried unanimously.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 10:44 p.m.

Robert Monetza, Mayor

Linda L. Browand, City Clerk

Attachment A

To: Patrick McGinnis, City Manager
 From: Amy Beesinger, Finance Director
 CM Date: 9/21/2020
 RE: Bills From Payables Warrant

FUND NUMBER	FUND NAME	WARRANT	ACH WARRANT	September 16, 2020		September 9, 2020		VOIDS	TOTALS
				ACH WARRANT	WARRANT	ACH WARRANT	WARRANT		
101	General Fund	\$0.00	\$0.00	\$987.18	\$66,739.63	\$0.00	\$1,979.50	\$0.00	\$69,706.31
202	Major Street Fund	\$0.00	\$0.00	\$5,005.96	\$5,482.48	\$0.00	\$90.00	\$0.00	\$10,578.44
203	Local Street Fund	\$0.00	\$0.00	\$0.00	\$2,717.30	\$0.00	\$0.00	\$0.00	\$2,717.30
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
236	Main St Dist Dev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
251	Econ. Dev. Corp Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00
252	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
253	Hokins Boat Storage TIF	\$0.00	\$0.00	\$0.00	\$953.50	\$0.00	\$0.00	\$0.00	\$953.50
254	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
255	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
256	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
257	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
258	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
275	Housing Fund	\$0.00	\$0.00	\$0.00	\$69.01	\$0.00	\$215.20	\$0.00	\$314.21
276	LightHouse Maintenance Fund	\$0.00	\$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	\$0.00
351	Operating Debt Fund	\$0.00	\$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	\$0.00
353	Downtown TIF Debt	\$0.00	\$0.00	\$80,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,650.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
356	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
357	LTGO Debt	\$0.00	\$0.00	\$63,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,300.00
358	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$109,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$109,500.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$26,752.38	\$54,756.47	\$0.00	\$0.00	\$0.00	\$81,508.85
402	Fire Truck Replacement Fund	\$0.00	\$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	\$0.00
404	Downtown TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
455	GL TIF Construction Fund	\$0.00	\$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	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$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	\$0.00
499	Building Auth Fund	\$0.00	\$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	\$0.00
581	Airpark Fund	\$0.00	\$0.00	\$7,988.48	\$8,353.96	\$0.00	\$0.00	\$0.00	\$16,342.44
582	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
590	City Sewer Fund	\$0.00	\$0.00	\$931.48	\$300.89	\$0.00	\$6,354.48	\$0.00	\$7,586.85
591	City Water Fund	\$0.00	\$0.00	\$0.00	\$123,390.69	\$0.00	\$57.50	\$0.00	\$123,448.19
594	City Marina Fund	\$0.00	\$0.00	\$0.00	\$6,572.80	\$0.00	\$0.00	\$0.00	\$6,572.80
661	Molitorpool Fund	\$0.00	\$0.00	\$11,795.14	\$38,056.89	\$0.00	\$24.01	\$0.00	\$49,876.04
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefits Fund	\$0.00	\$0.00	\$119.25	\$0.00	\$0.00	\$0.00	\$0.00	\$119.25
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$0.00	\$0.00	\$0.00	\$33,278.60	\$76,084.49	\$2,802,340.65	\$0.00	\$2,911,703.74
711	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
731	Retirement Health Fund	\$0.00	\$0.00	\$0.00	\$58,011.01	\$0.00	\$0.00	\$0.00	\$58,011.01
750	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Operations	\$0.00	\$0.00	\$167.14	\$74.51	\$0.00	\$20,859.90	\$0.00	\$21,121.55
800	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-2016 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810	NQWS Operating	\$0.00	\$0.00	\$3,535.51	\$2,449.95	\$0.00	\$916.04	\$0.00	\$6,921.50
810	NQWS Plant Debt	\$0.00	\$0.00	\$0.00	\$141,056.25	\$0.00	\$0.00	\$0.00	\$141,056.25
810	NQWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$307,812.49	\$542,306.94	\$76,084.49	\$2,837,836.26	\$0.00	\$3,764,043.20

Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:

\$3,764,043.20
 \$2,869,834.00
 \$794,209.20

Total Approved Bills
 Minus eligible bills for release without prior approval including Utility,
 Retirement, Insurance, Health Benefit, and Tax Collection Funds



Attachment B

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

Council Member **Fritz**, supported by Council Member **Dora**, moved the adoption of the following ordinance:

ORDINANCE NO. 2020-08

AN ORDINANCE TO APPROVE THE ZONING CHANGE FROM OT, OLD TOWN DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT AND THE PRELIMINARY DEVELOPMENT PLAN FOR 101 NORTH THIRD STREET AND TO AMEND THE ZONING MAP

THE CITY OF GRAND HAVEN ORDAINS:

Section 1. Approval of Project. Pursuant to subsection 40-421.07 of the City of Grand Haven Zoning Ordinance, the zoning change from OT to PD and preliminary development plan for 101 North Third Street are approved. The preliminary development plan includes the following documents, which are incorporated by reference and attached as **Exhibit A**:

- A. The application submitted on June 22, 2020;
- B. The documents labeled Planned Development Package, dated August 18, 2020;
- C. Drawings prepared by Ghafari, Sheet SP-01, received August 25, 2020; and
- D. The documents labeled Community Benefits and Planned Development Package (dated August 18, 2020) that were submitted to the City in connection with the application.

Section 2. Findings.

On the basis of the discussion had by the Planning Commission as reflected in the minutes of August 11, 2020, and on the basis of the discussion had by the City Council, the City Council finds that the PD meets the purposes of Section 40-421.01; meets the qualifying conditions of Section 40-421.02; meets the development requirements of Section 40-421.03.A, is a permitted use per B, meets the guidance standards of C with the exception of building height; meets the standards of Section 40-421.05 with the exception of building height and parking; and meets the standards of Section 40-421.06.

Section 3. Conditions.

1. A departure from the building height guidance standard is approved to allow for a 66 foot, 9 inch tall building, provided the setback from the north property line is as shown on the preliminary plan (32 feet, 9 inches).
2. The tree lawn along Third Street will be re-established per Public Works specifications.
3. Landscaping around the perimeter of the property should be provided wherever possible to soften and screen the site.
4. The dumpster enclosure is limited to 6 feet in height and may be located on the property line.
5. Signage shall conform to the Central Business District standards.
6. Exterior cladding materials shall meet the standards of the Central Business District.
7. The project will provide 39 parking spaces for 39 dwelling units.

Section 4. Amendment to Zoning District Map of the City of Grand Haven. The Zoning District Map approved March 5, 2007 is hereby amended by rezoning 101 North Third Street (parcel number 70-03-20-429-020) from Old Town (OT) to Planned Development (PD) District.

Section 5. Effective Date. This Ordinance shall take effect 20 days after adoption or such later date as is required by Public Act 110 of 2006, as amended.

YEAS: Council Member(s) Dora, Cummins, Scott, Fritz, and Monetza

NAYS: Council Member(s) NONE

ABSTAIN: Council Member(s) NONE

ABSENT: Council Member(s) NONE

APPROVED: September 21, 2020

I certify that this ordinance was adopted by the City Council of the City of Grand Haven at a regular meeting held on September 21, 2020, and published in *The Grand Haven Tribune*, a newspaper of general circulation in the City, on September 30, 2020.


Linda L. Browand, City Clerk

Introduced: September 8, 2020

Adopted: September 21, 2020

Published: September 30, 2020

Effective: October 11, 2020

**Exhibit A
Plan Documents**

GRAPIDS 57570-14 486110v2

PLANNED DEVELOPMENT APPLICATION

City of Grand Haven, 519 Washington Avenue, Grand Haven,
MI 49417 Phone: (616) 847-3490
Website: www.grandhaven.org

1. Project Information

Address/location of property: 101 N. 3rd Street, Grand Haven MI 49417
Name of Development: Tribune Building
Parcel #: 70-03-20-429-020 Current Zoning District: Old Town
Current Use: Commercial Proposed Use: PD - Residential above Commercial
Area in Acres: 0.5098 Zoning of adjacent properties: Old Town

2. Applicant

Name: Denny Cherette
Company: Cherette Group
Address: 333 Washington Ave., Suite #200
Grand Haven, MI 49417
Phone #: 616-842-6300
Email: Dhall@cherettegroup.com

3. Property Owner

Name: David Holgate
Company: PMG Community Newsgroup
Address: 101 N. 3rd Street
Grand Haven, MI 49417
Phone #: 616-842-6400
Email: _____

4. Required Attachments

- Application (1 PDF, 5 hard copies)
- Preliminary Development Plan (1 PDF, 5 hard copies)
- Narrative (1 PDF, 5 hard copies)
- See Section 40-421.04.D of the City of Grand Haven Zoning Ordinance for additional details

5. Fees and Escrow Deposit:

Application Fee: \$700.00 (covers the Rezoning and Preliminary Development Plan review only)

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

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

Signature of Applicant:  Date: 6/19/20
Print Name: DENNY CHERETTE
Signature of Owner: _____ Date: _____
Print Name: _____

Case #: 20-18 Office Use Only Date Received: 6/22/2020 Paid (Y/N): Yes





**TRIBUNE BUILDING | 101 N. 3rd St
PLANNED DEVELOPMENT PACKAGE**

Grand Haven City Council

AUGUST 18, 2020

CHERETTE | GROUP

INVESTMENT REAL ESTATE | DEVELOPMENT | CONSULTING | BROKERAGE | MANAGEMENT

Grand Haven Tribune Building | Planned Development



CONTENTS

- Section 1 - Narrative
- Section 2 - Preliminary Elevations
- Section 3 - Floor Plans
- Section 4 - Location | Legal Description | Address
- Section 5 - GIS Map | Property Lines | Dimensions
- Section 6 - Buildings Located within 100' of Property Lines
- Section 7 - Existing Streets | Proposed Driveways & Parking
- Section 8 - Proposed Landscape Areas
- Section 9 - Parking Illustration | Traffic Flow
- Section 10 - Development Team
- Section 11 - Applicant Contact | Architect Contact

Narrative

Cherette Group recently obtained control of (through a Purchase Agreement) the Grand Haven "Tribune Building" located at 101 N Third Street in Grand Haven, Michigan.

The Central Business District/Downtown area is a prime location for a multifamily investment, especially in the Class A segment where there is virtually no supply.

Cherette Group believes this is a fully unique opportunity to create a financially viable project in an infill location and bring to the market amenities that have not been provided in the past.

The Downtown and Central Business District market has no competing project with the equivalent amenities that the Tribune Building will provide. We believe this to be a highly desirable objective for both Baby Boomers and Millennials with walkability to many attractions being literally minutes away.

The mission of Cherette Group is to create high quality real estate development that produces a superior product for the company's investors, employees, and principals. We do deep investigation of every transaction with a team of experts working together. Our overarching core values include honesty, transparency, and communication.

We believe the site will be an enormous attractor for both Millennials as well as Baby Boomers who are seeking a modern place to live. We believe our design will be appealing to our anticipated residents. The apartments will contain stainless steel appliances, hard surface counter tops (quartz or marble), luxury vinyl tiling, exterior decks for each unit, 9-foot ceilings in each unit, touchless entry doors with key fobs, as well as additional soundproofing. Each floor will have climate controlled, fully enclosed hallways with security cameras, as well as security cameras on the exterior of the buildings.

Each unit will contain a built-in washer and dryer, uniformed window coverings, central air conditioning, with all utilities (except for water/sewer) being separately metered. The property will be accessible by two exterior stairwells, as well as a lobby with an elevator that will service all upper floors.

It is anticipated that the property will support 39 multifamily rental units. Cherette Group plans to demolish the original structure and construct a 5-story multifamily building with parking on the street level and 4 floors of apartments above. The unit mix will be approximately 50% 1-bedroom 1-bathroom units, and 50% 2-bedroom 2-bathroom units, consisting of units that are approximately 625 and 1,000 square feet respectively. The site is 0.5098 acres.



Narrative

There will be approximately 39 onsite parking spots as well.

Current zoning district is Old Town which also includes properties immediately north and west of the site. Properties to the east (Third St.) and south (Columbus St.) reside in the Central Business District.

All construction will be completed in one phase. The upkeep and maintenance of the property will be managed by Churette Property Management. The utilities are located at the site and a dumpsters corral with an 8-yard dumpster will be located on the property.

We are eager to build this project in the CBD for several reasons, including:

- Providing a product that does not exist in the market.
- Providing a quality of living experience that is currently not available in the marketplace for many who have the desire to live in a location that is very scarce, as well as have a new structure that otherwise is unavailable in the downtown area.
- The project will attract people to live in Downtown Grand Haven. This will help support local business in a walkable community.
- This is a great opportunity to build in my hometown and help build up the community.
- Trying to motivate others to invest in new and innovative ways in Grand Haven. This includes using sustainable materials, and other energy saving applications that will help prove the financial viability of these construction elements to other developers. The sustainable elements will also be embraced by the likely demographic of our residents.



Preliminary | Front Elevation Street View



Preliminary | Front Elevation



Preliminary | Level 1 Parking Elevation



Preliminary | Rear Elevation



Preliminary | Side Elevations

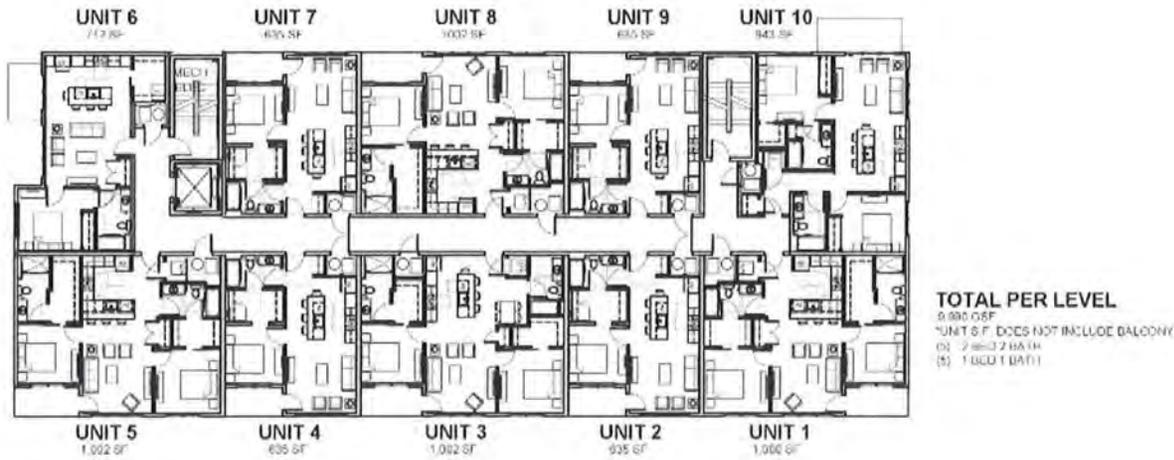


East Elevation



West Elevation

Floor Plan | Apartments | Levels 2, 3, 4



GHAFARI
 www.ghafari.com 616.771.0300

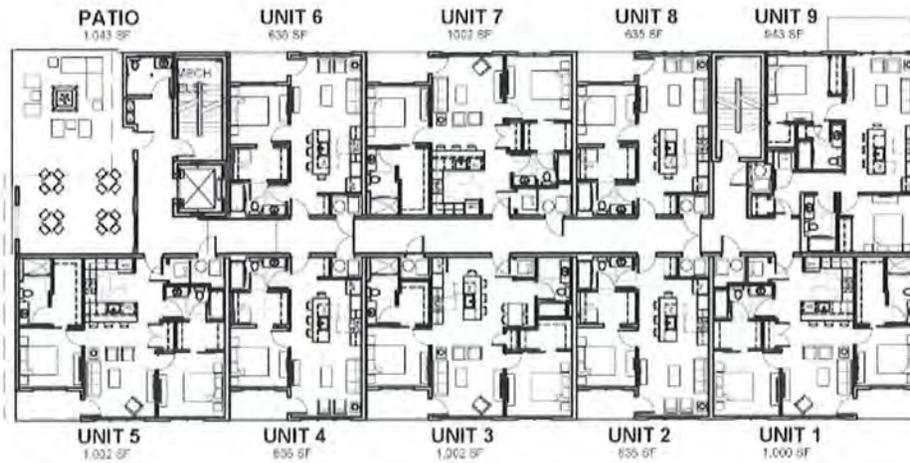
N
LEVELS 2-3-4
 SCALE: 1/16" = 1'-0"



CHERETTE GROUP
MIXED USE DEVELOPMENT
 101 N 3rd Street
 Grand Haven, Michigan

CHERETTE | GROUP

Floor Plan | Apartments | Patio | Level 5



TOTAL PER LEVEL
 8,600 GSF
 *UNIT 5 F DOES NOT INCLUDE BALCONY
 (5) 2 BRD 2 BATH
 (4) 1 BRD 1 BATH

GHAFARI
 www.ghafari.com 616 771 0909



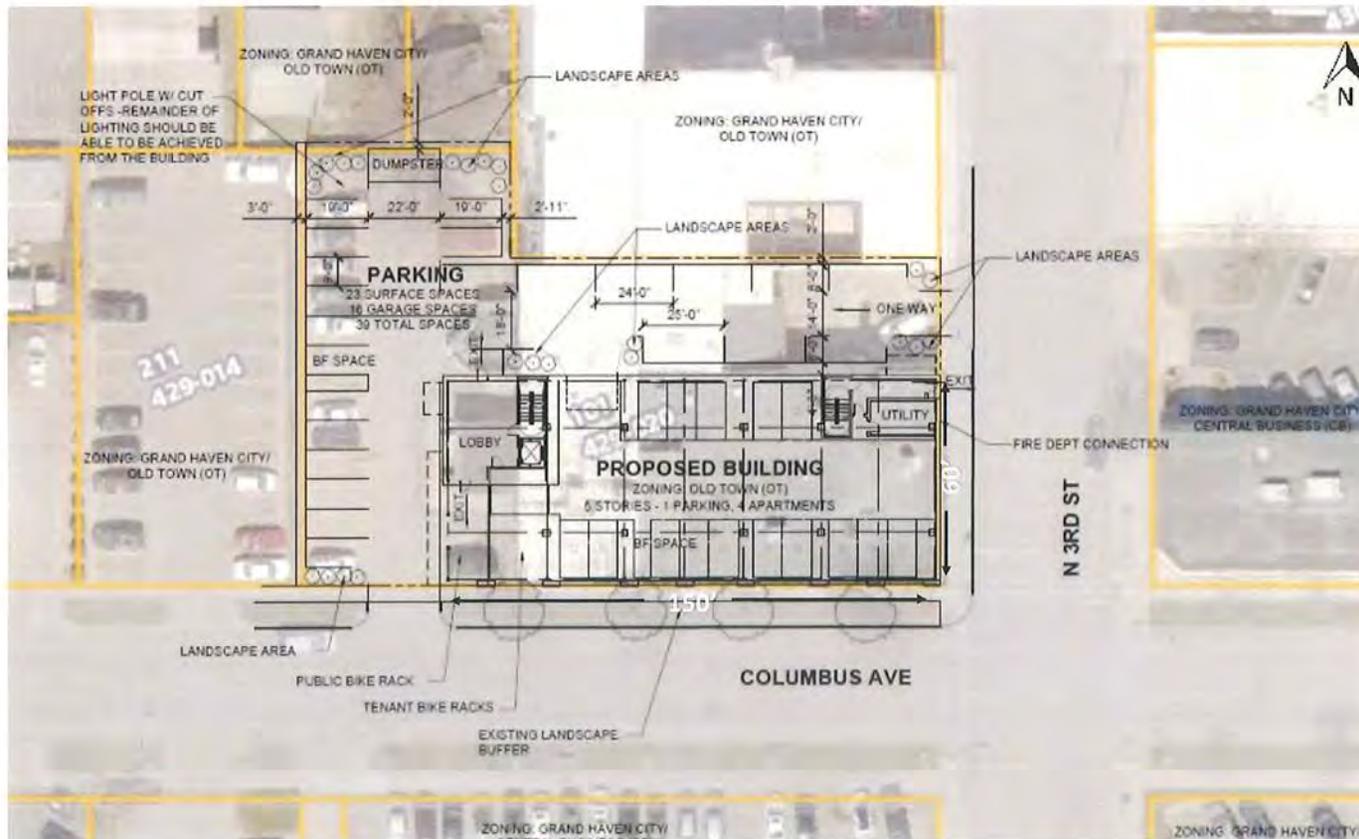
LEVEL 5
 SCALE 1/8" = 1'-0"



CHERETTE GROUP
MIXED USE DEVELOPMENT
 101 N 3rd Street
 Grand Haven, Michigan

CHERETTE | GROUP

Location | Legal Description | Address



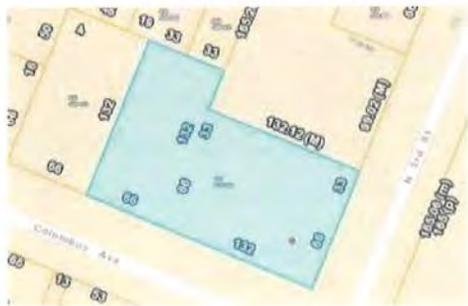
Legal Description: Lots 218, 249 and the Southerly 1/2 of Lot 250, Original Plat of the Village (now City) of Grand Haven, County of Ottawa, Michigan, as recorded in Liber 1 of Plats, Page 1, Ottawa County Records. 0.5098 Acres

Address: 101 N. 3rd Street, Grand Haven, Michigan 49417

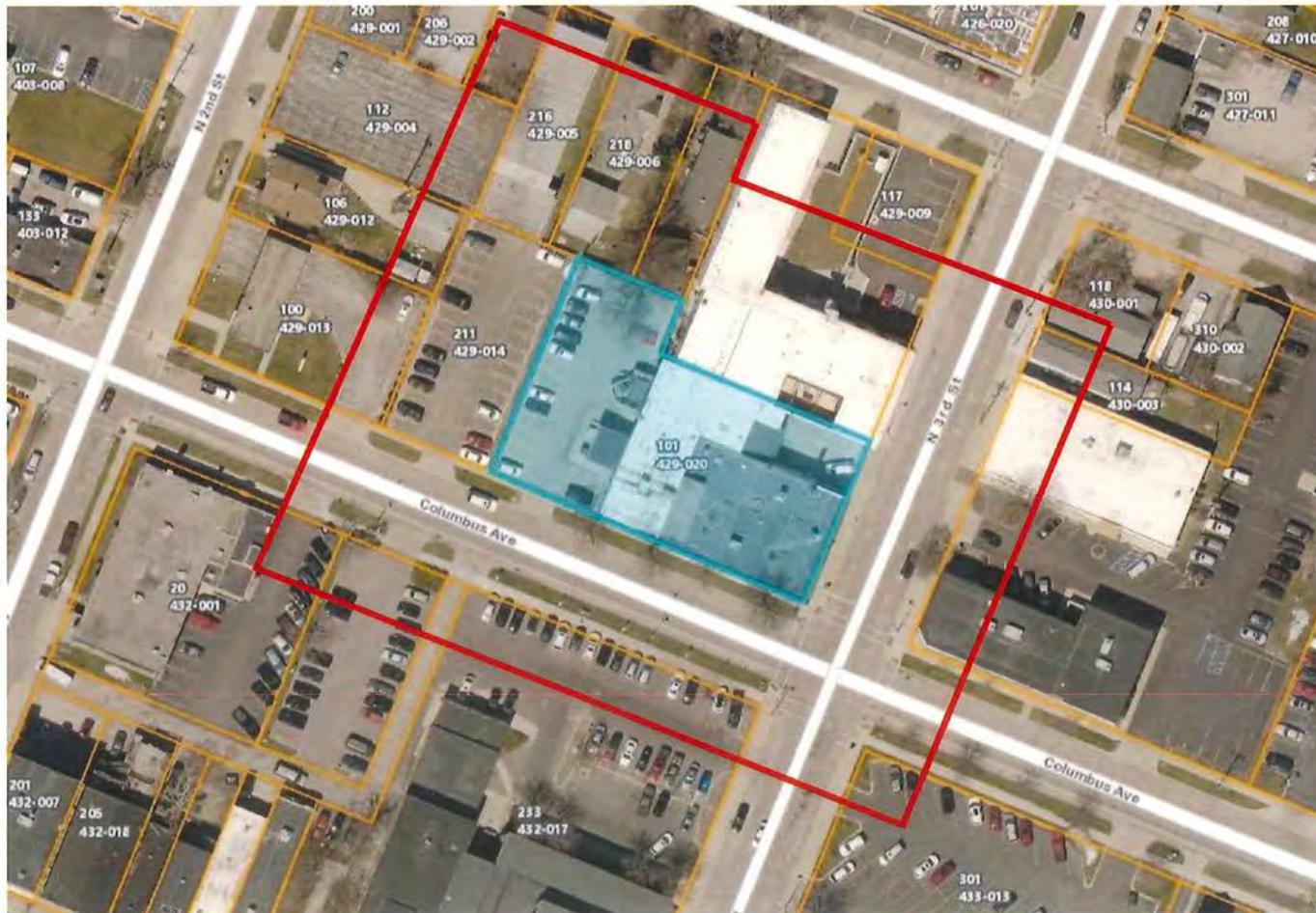
GIS Map | Property Lines | Dimensions



OTTAWA COUNTY GIS MAPPING SYSTEM

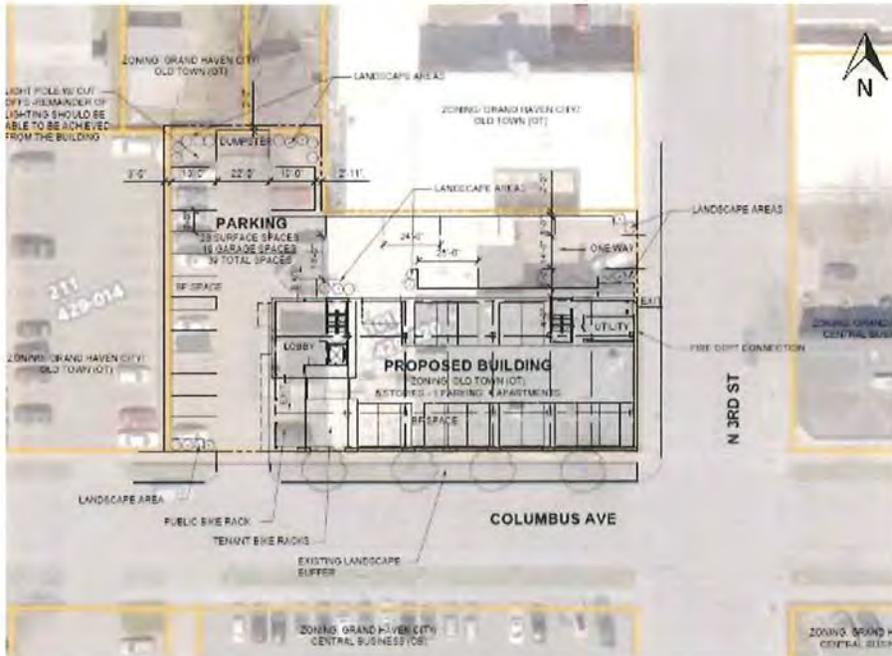


GIS Map | Buildings Located within 100' of Property Lines



OTTAWA COUNTY GIS MAPPING SYSTEM

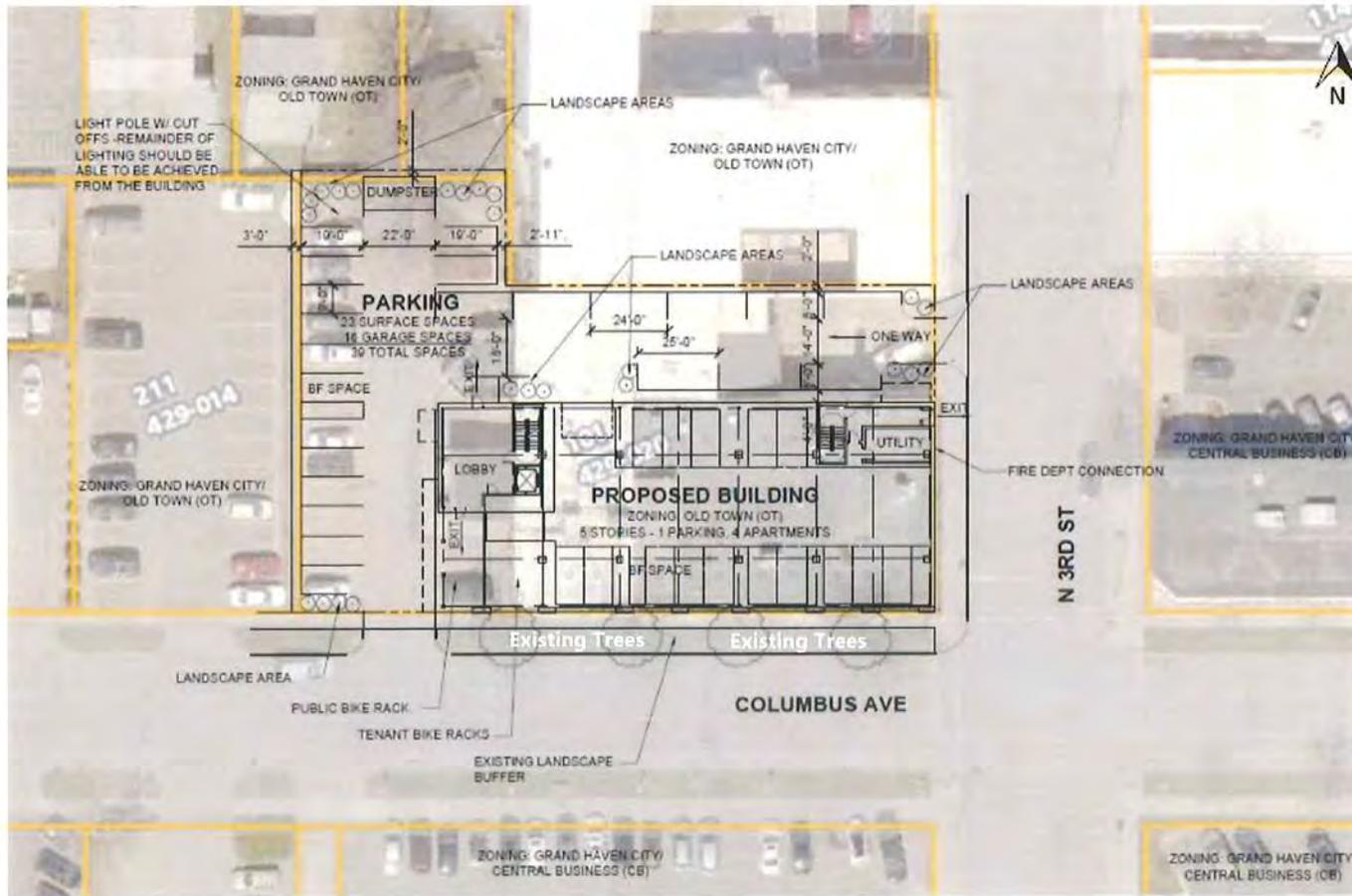
Existing Streets | Proposed Driveways | Proposed Parking



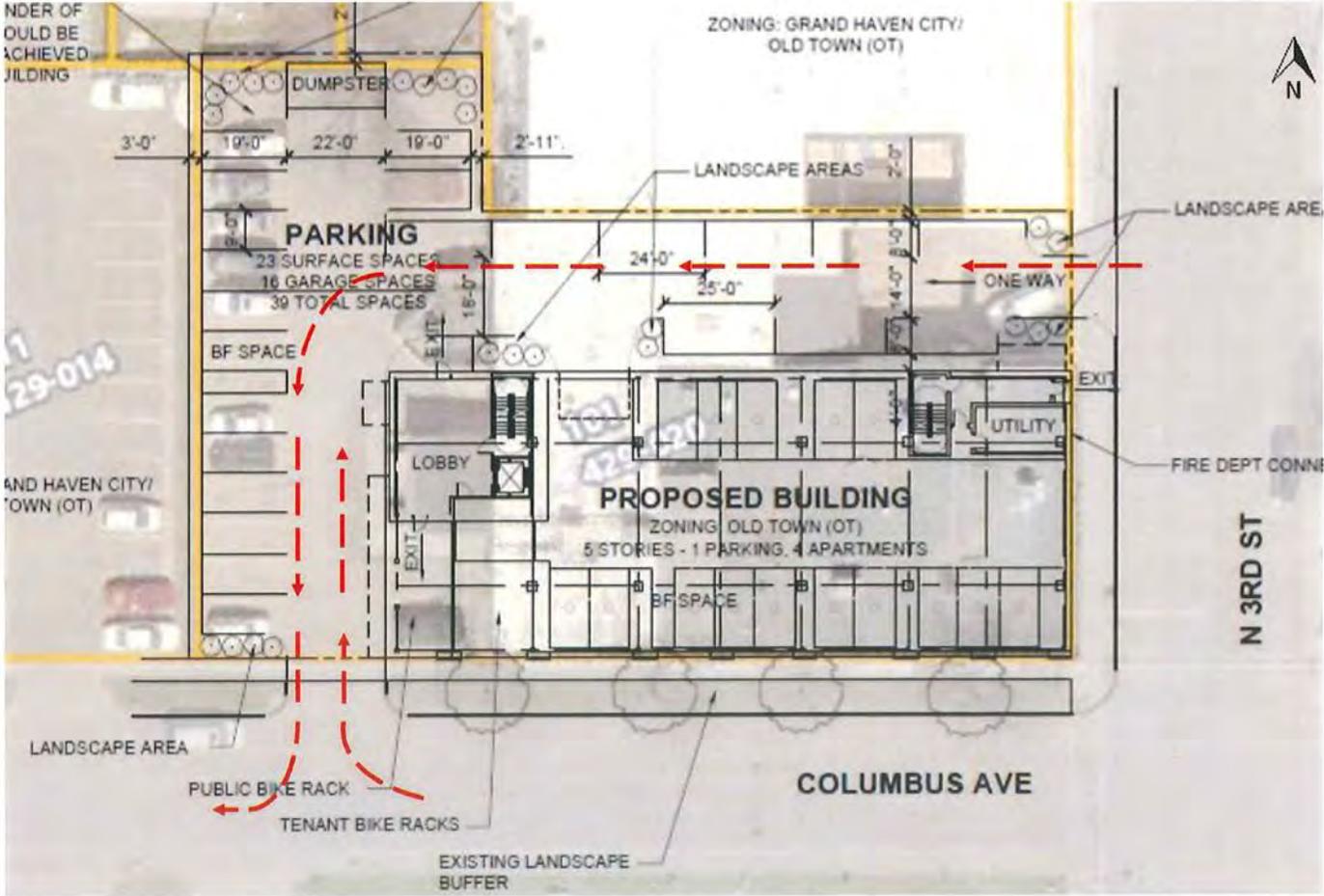
Surface Parking consists of 23 spaces

Level 1 Parking approximately 7,525 SF is under the building at ground level and consists of 16 spaces

Proposed Landscape Areas



Parking Illustration | Traffic Flow



Development Team

Denny Cherette began working in real estate in 1977. Throughout his career, Denny has focused on owning, developing, and managing large scale, Class A apartment communities, ambulatory medical centers, medical offices, professional office buildings, banks, retail center, and industrial facilities.

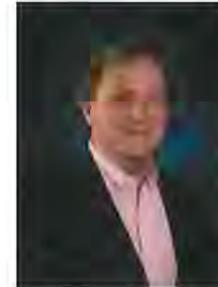
His position as an owner/investor offers a unique depth of insight and aligned interest with investors and clients. Denny is uniquely experienced in raising equity capital, managing investor relations, arranging project financing, and overseeing brokerage activities and negotiations. He spearheads strategic planning and execution, directs operational performance, and has worked in more than 25 national markets.

Denny's entrepreneurial ability can be seen in the four successful companies he has founded. He founded his first real estate firm in 1982. After selling that company to a large development group, he founded Investment Property Associates (IPA) in 1985 and IPA Management in 1993, where he served as president and partner for more than 26 years. During his time with IPA, he grew the company into a development and management group with national reach that included over 130 employees; 5 million square feet owned or managed; 3,600 multifamily units and student housing beds; 900 units under development; as well as substantial investments in office, medical, and retail facilities. The Property Management Association of Michigan recognized IPA as Management Company of the Year on three occasions during his tenure.

In 2012, Denny left IPA to establish Cherette Group where he renewed his entrepreneurial passion for crafting complex transactions, providing national consulting services, launching new developments, and investing in West Michigan. Cherette Group represents the culmination of Denny's unique experience and expertise.

Away from work, Denny is active in philanthropy and has been involved in the leadership of many community organizations, including the following:

- Alliance for Health Evaluation Board
- University of Michigan Pancreatic Cancer Center Advisory Board
- Chairman of the Board, Global Business Leadership Center
- Corporate Founding Member and Vice Chairman of the Board, Community Shores Bank
- Chairman of the Board, Mercy General Health Partners
- Chairman of the Board, Hospice of North Ottawa Community Foundation
- Founding Member, Treasurer, Osteopathic Foundation of West Michigan
- Chairman, Economic Development Corporation of the City of Grand Haven



Development Team

Denny Cherette continued

- Chairman, Grand Haven Brownfield Redevelopment Authority
- Chairman, Tri-Cities Soccer Association
- National Board of Directors, First Priority

Education/Certifications:

- Bachelor's degree in Business from Cornerstone University
- Master's degree in Real Estate from Georgetown University
- CCIM Designation

Larry Hall is responsible for all construction oversight, capital improvements, and property and building maintenance. He assures excellent quality standards are defined and maintained for activities across all company properties.

Larry is experienced in overseeing construction schedules, contract quoting and management, and operating standards and procedures.

As an independent residential developer/builder Larry designed residential subdivisions and managed all site development. He worked directly with major utility companies, municipal planners and public services staff, engineering firms and sub-contractors.

Before coming to Cherette Group, Larry was the Manager of Commercial Properties for IPA Management, which included several medical, retail and office properties. He previously held Series 6, 7 and 63 securities licenses and now holds a contractor's license and a Michigan real estate salesperson license.



Cherette Group is a fully integrated Real Estate development and property management company based in West Michigan.

Denny Cherette began working in Real Estate in 1977. He has developed, owned, or managed more than 5,000 multifamily units and millions of square feet of commercial real estate. Throughout his career Denny has focused on owning, developing, and managing large scale, Class A apartment communities, medical offices, professional office buildings, banks, retail centers, and industrial facilities.

The firm oversees projects from initial concepts to disposition, coordinating all phases of the development process including site selection and zoning, quantitative analysis, site and building design, and construction. Its experienced leadership team provides a seamless transition from construction through lease-up and management.

Applicant Contact Information | Architect

CHERETTE | GROUP

Denny Cherette, CCIM
Phone: 616.638.9099
Email: dc@cherettegroup.com

INVESTMENT REAL ESTATE
Development • Consulting
Brokerage • Management

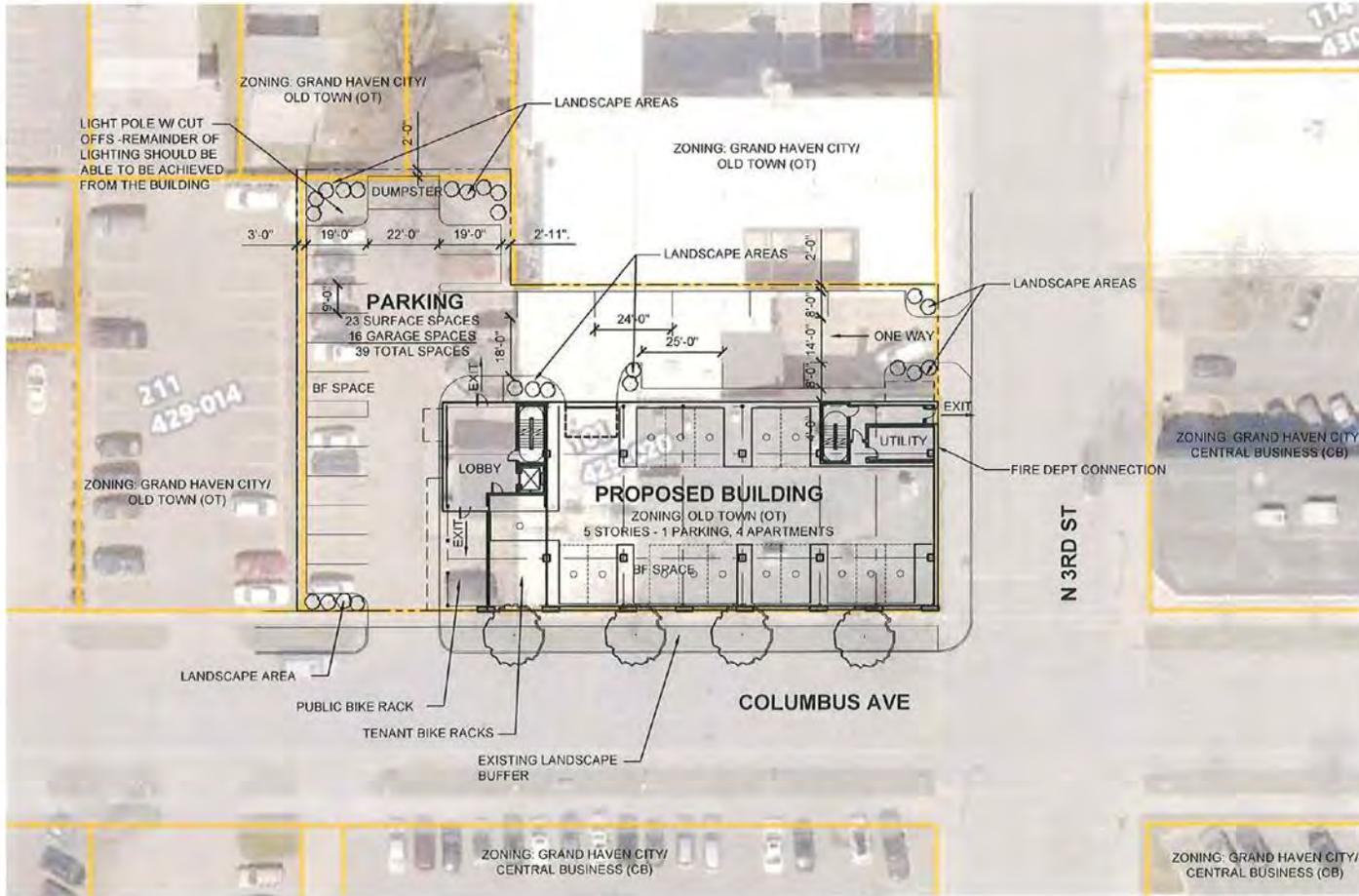
333 Washington Avenue, Suite 200
Grand Haven, MI 49417

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ENGINEERING • INTERIOR DESIGN

89 Monroe Center St. NW, Suite 400
Grand Rapids, MI 49503
Phone: 616-771-0909
www.Ghafari.com





Community Benefits - Redevelopment of the Grand Haven Tribune Site

- Removing a physical, functional and economically obsolete building from the neighborhood.
 - The building is in disrepair, and soon will be vacant. Initial inspection indicates the building contains human hazardous asbestos. Recently completed Environmental Phase 1 results suggested we conduct an Environmental Phase 2 which is currently in process.
 - The building and interior are extremely outdated with an inadequate HVAC system and it would be impractical to renovate.
- Washington Avenue is the heart of the Grand Haven business community and Main Street District. This project will provide much needed housing that will support local businesses. As work patterns shift in response to the pandemic, it is becoming clear that the need for commercial office space may subside for some time into the future. Residential use is the most critical need in the community today. The likely number of uses for the land are limited and our proposal will optimize the site.
- Our intended use will draw much needed Downtown, CBD, market-rate rental units to the area. The 2018 Housing Needs Assessment conducted by Housing Next illustrated a need for at least 380 additional market rate rental units in Northwest Ottawa County by 2022. This project helps to make progress toward solving for the regional housing needs.
 - More residents living downtown will help support local downtown professionals, retail, and food service businesses.

- This development will create an expectation for future development going forward in the CBD that will require a much higher standard of high-quality product. This product will be Class A apartment homes that will include high quality interior finishes and appliances.
- Although this project does not offer low-income rental housing options, the creation of a new multi-unit rental building with market-rate housing will help future projects to compete for State funding in the downtown. The presence of market rate rental housing with 20 or more units is a competitive advantage to non-profit and affordable housing developers when competing for limited state funding, if the City should choose to support such a project. This property will raise the income requirements and rents to a level that will allow the City to greatly enhance its ability to attract affordable housing due to the scoring system for such approvals and support.
- The development will raise values of other properties in the area.
- This development will greatly enhance the tax contribution of the property.
- The project will attract young professionals and retirees who desire walkable access to downtown amenities.
- Parking will all be contained onsite.
- This property use will not tax local police responses based on the use.
- The developer has lived here his whole life and is deeply experienced with over 5,000 apartment units built and owned, has significant capital, and has pride of ownership in the project given his family has resided here for 5 generations.

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
SPECIAL WORK SESSION
MONDAY, OCTOBER 5, 2020
(Electronic Remote Meeting)**

The Special Work Session of the Grand Haven City Council was called to order at 7:02 p.m. by Mayor Bob Monetza.

Present: Council Members Mike Dora, Ryan Cummins, Dennis Scott, Mike Fritz, and Mayor Bob Monetza.

Absent: None.

Others Present: City Manager Patrick McGinnis, Assistant to the City Manager Ashley Latsch, Human Resources Manager Zac VanOsdol, HR Intern Allison DelProposto, and Community Development Manager Jennifer Howland.

1. Personnel Policy

- Allison DelProposto, Human Resources Intern and Zac VanOsdol, Human Resources Manager

Human Resources Intern DelProposto reviewed the information presented in the agenda packet. Human Resources Manager VanOsdol noted the changes would be on the next council meeting agenda for approval.

2. Zoning Ordinance Update

- Jennifer Howland, Community Development Manager

Community Development Manager Howland reviewed a PowerPoint presentation (included in the agenda packet on file.)

This item was continued during the following council meeting.

3. Adjournment

Mayor Monetza adjourned the meeting at 7:30 p.m.

Robert Monetza, Mayor

Linda L. Browand, City Clerk

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, OCTOBER 5, 2020
(Electronic Remote Meeting)**

The Regular Meeting of the Grand Haven City Council was called to order at 7:30 p.m. by Mayor Bob Monetza.

Present: Council Members Mike Dora, Ryan Cummins, Dennis Scott, Mike Fritz, and Mayor Bob Monetza.

Absent: None.

Others Present: City Manager Patrick McGinnis, City Clerk Linda L. Browand, Assistant to the City Manager Ashley Latsch, Public Safety Director Jeff Hawke, Community Development Manager Jennifer Howland, and City Attorney Ron Bultje.

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

A moment of silence was led by Mayor Monetza and followed by the Pledge of Allegiance.

APPROVAL OF CONSENT AND REGULAR AGENDAS

20-266 Moved by Council Member **Fritz**, seconded by Council Member **Scott**, to approve the consent and regular agendas, as amended. This motion carried with a vote of 4 to 1. In favor: Dora, Scott, Fritz, and Monetza. Oppose: Cummins.

A Board of Light and Power Update was added to Presentations. Council Member Cummins expressed concern with the addition since interested members of the community were not aware that this presentation would take place at tonight's meeting.

PRESENTATIONS

Retirement Recognition – Chip Wright

- Christopher “Chip” Wright, retired Public Safety Lieutenant, was recognized and thanked for his 26 years of service with the City.

City Council and Public Safety Director Hawke stated that Chip's service was appreciated and he was missed.

Lieutenant Wright thanked the City for the opportunity to serve a great community.

Council then presented Lieutenant Wright with the 2020 Employee Lighthouse Award.

Appreciation for Ashley Latsch

City Manager McGinnis stated that Assistant to the City Manager Latsch had done a great job with the Chinook Pier situation and her work was very much appreciated by Council and the former Chinook Pier, not Depot, tenants. A gift basket from the Depot tenants was presented to Ms. Latsch.

Council congratulated Assistant to the City Manager Latsch for a job well done. She worked hard helping Chinook Pier tenants get back into business. She put all of her effort into everything she did, came up with solutions, and communicated well. She was a very valuable team member.

BLP Update

BLP General Manager Dave Walters reviewed the activities of the BLP over the last 6 months. Demolition of the Sims Plant had begun and the project was expected to be completed late summer/early fall next year.

Power Supply Manager Erik Booth reported that the downtown snowmelt would be transitioned without any terminations. Boilers and gas and water lines had been installed so the system should be ready to go this winter. Mr. Booth also reviewed the proposed site plan for the BLP's facility on Harbor Island.

Council appreciated the information and requested another update at the November 2 work session.

CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue.

Emails and Facebook comments were received from Pine Court residents Kent and Patti Blohm and Pat Nelsen (1820), Andrew Alt (1803), Mike Vantubergen (1918), Nancy Ireland (1830), Lynn Mathews (1900), Don Scott Meyer (1800), and Shelia Whittaker (1914) and Paul Shibley (104 Williams) opposing the proposed zoning ordinance update.

CONTINUATION OF WORK SESSION

Zoning Ordinance Update (cont'd)

Community Development Manager Howland continued her overview of the proposed changes to the zoning ordinance. After Council discussion, Ms. Howland stated she would make the requested “tweaks” to the proposed updates.

City Manager McGinnis noted if there were any questions, to please contact him or Community Development Manager Howland. Approval of the updates would be scheduled for mid-November.

CONSENT AGENDA

20-267 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve the bills memo in the amount of \$12,527,940.62. This motion carried unanimously. (Attachment A)

Council Member Fritz noted that \$11.3 million was tax pass-thru dollars.

20-268 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve an agreement with Ottawa County naming Brian Busscher as the Designated Assessor to comply with PA 660 of 2018 to serve as the City’s Assessor in the event the City reaches a non-compliance condition of phase three and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

NEW BUSINESS

20-269 Moved by Council Member **Cummins**, seconded by Council Member **Scott**, to approve an agreement with Shyle Lyons, DBA Merchants and Makers LLC, to assist with social media production, promotion, and ongoing management at a cost of \$1,250 per month with agreement to be re-evaluated in March for July renewal in 2021 and each succeeding

year of a potential five-year engagement and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

Council noted that Ms. Lyons had been doing a great job so far but would like to see the contract go through the bid process in the future.

20-270 Moved by Council Member **Fritz**, seconded by Council Member **Dora**, to approve an introductory resolution amending Section 40-509.B of the Grand Haven Zoning Ordinance to change Automobile Wash Special Land Use Regulations and Conditions concerning vacuums. This motion carried unanimously. (Attachment B)

Community Development Manager stated that the Touch of Class Auto Wash intended to make some site improvements, including the installation of new vacuums. They requested that the minimum 100-ft setback be eliminated and the building containing the new vacuums be considered an accessory structure.

Mr. Roy Kamps, Touch of Class owner, stated he had a similar facility in Allendale and the vacuums could not be heard outside of the building.

Mayor Monetza suggested adding wording to the maximum decibels to include “unless more stringent standards apply.”

20-271 Moved by Council Member **Dora**, seconded by Council Member **Cummins**, to approve an introductory resolution amending Section 34-8 of the Grand Haven Code of Ordinances and Section 40-301.03.F of the Grand Haven Zoning Ordinance to align the fencing requirements for swimming pools, requiring a 4-foot tall fence around pools. This motion carried unanimously. (Attachment C)

Community Development Manager Howland noted the current code required a 5-ft fence. The proposed change would reduce the requirement and would also eliminate the reference to the building code. The minimum height would be 4 feet, but up to a 6 foot fence could be used.

REPORTS BY CITY COUNCIL

Council Member Cummins attended the virtual town hall on racism and observed the Zoom attack. He thanked everyone who stuck through what happened and who were able to continue an important discussion. He also attended the last Board of Light and Power meeting. He thanked Grand Haven staff for being well prepared and ready to answer questions at meetings.

Council Member Dora attended many virtual meetings. Power Supply Manager Erik Booth had given an excellent presentation on the proposed use of the Harbor Island area at the last BLP meeting. Council Member Dora also attended the ribbon cutting for Just Goods' location in the Depot. He gave kudos to Barbara Lee VanHorsen and her group for handling the Zoom meeting/bombing of the town hall on racism.

Council Member Fritz noted that Barbara Lee VanHorsen did a fantastic job for the Momentum Center. Council Member Fritz attended the Heritage Festival and thanked WAWL for getting people interested in attending. He reminded everyone to continue to wear face masks and to social distance to keep the situation from escalating. He appreciated being able to attend so many meetings due to the Zoom format.

Council Member Scott thanked the BLP for the presentation given tonight. He thanked retired Lieutenant Chip Wright again for being such a great employee.

Mayor Monetza wanted to echo many of the comments already made. He had high praise for Barbara Lee VanHorsen and Brian Wheeler for the handling of the Zoom bombing. They made it through, maintained composure, and were able to continue the conversation. He encouraged people to attend meetings and to speak up. The Michigan Supreme Court's decision to nullify Governor Whitmer's executive order authority was a shame as those orders saved lives.

REPORT BY CITY MANAGER

Free Speech Areas

The Central Park area seemed to work very well as a location for free speech events. There is room, plenty of parking, and did not block the streets. This policy should be put in writing.

Just Goods Grand Opening

Just Goods recently opened in the Depot and planned on being there year-round. He hoped for their success in their new home.

GENERAL BUSINESS/CALL TO AUDIENCE

Mayor Monetza made a call to the audience, allowing audience members to address Council on any issue.

City Manager McGinnis stated that Ms. Shyle Lyons had contacted him during the meeting to let Council know that she provided 60 different posts on 3 platforms for a total of 180 per month.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 9:53 p.m.

Robert Monetza, Mayor

Linda L. Browand, City Clerk

Attachment A

To: Patrick McGinnis, City Manager
 From: Amy Bessinger, Finance Director
 CM Date: 10.5.2020
 RE: Bills From Payables Warrant

FUND NUMBER	FUND NAME	9.30.2020 WARRANT	ACH WARRANT	9.30.2020 ACH WARRANT	9.22.2020 ACH WARRANT	9.23.20 WARRANT	9.17.2020 CREDIT CARD WARRANT	VOIDS	TOTALS
101	General Fund	\$31,936.31	\$0.00	\$20,591.32	\$0.00	\$51,892.71	\$11,125.59	\$0.00	\$115,545.03
202	Major Street Fund	\$57.50	\$0.00	\$1,242.30	\$0.00	\$331,521.02	\$0.00	\$0.00	\$332,820.82
203	Local Street Fund	\$0.00	\$0.00	\$2,405.75	\$0.00	\$248,208.55	\$102.00	\$0.00	\$248,716.30
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
236	Main St. Dist. Dev	\$64,737.87	\$0.00	\$0.00	\$0.00	\$0.00	\$117.08	\$0.00	\$64,855.05
251	Econ. Dev. Corp Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
262	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
253	Hokins Boat Storage TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
254	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
255	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
256	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
257	UTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
258	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
275	Housing Fund	\$720.00	\$0.00	\$0.00	\$0.00	\$592.50	\$15.89	\$0.00	\$1,328.38
276	Lighthouse Maintenance Fund	\$0.00	\$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	\$0.00
351	Operating Debt Fund	\$0.00	\$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	\$0.00
353	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$12,022.76	\$0.00	\$0.00	\$12,022.76
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
356	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
357	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
358	2015 UTGO Bond Debt Fund	\$0.00	\$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	\$0.00
401	Public Improvements Fund	\$4,947.00	\$0.00	\$0.00	\$0.00	\$343,631.52	\$89.99	\$0.00	\$348,668.51
402	Fire Truck Replacement Fund	\$0.00	\$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	\$0.00
404	Downtown TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
455	GL TIF Construction Fund	\$0.00	\$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	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$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	\$0.00
469	Building Auth. Fund	\$0.00	\$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	\$921.60	\$0.00	\$921.60
581	Airpark Fund	\$69.00	\$0.00	\$1.53	\$0.00	\$100.24	\$0.00	\$0.00	\$170.77
582	Chinook Pier Rental Fund	\$589.00	\$0.00	\$0.00	\$0.00	\$187.96	\$0.00	\$0.00	\$776.96
590	City Sewer Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$2,330.00	\$0.00	\$0.00	\$2,330.00
591	City Water Fund	\$1,368.00	\$0.00	\$0.00	\$0.00	\$2,949.69	\$15.98	\$0.00	\$4,333.67
594	City Marina Fund	\$0.00	\$0.00	\$370.80	\$0.00	\$383.50	\$34.94	\$0.00	\$789.24
661	Motorpool Fund	\$359.87	\$0.00	\$0.00	\$0.00	\$3,005.51	\$400.97	\$0.00	\$3,766.35
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefits Fund	\$0.00	\$0.00	\$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	\$0.00	\$0.00
703	Tax Collection Fund	\$0.00	\$0.00	\$0.00	\$338,824.66	\$11,017,512.43	\$0.00	\$0.00	\$11,356,137.09
711	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
731	Retirement Health Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
750	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Operations	\$41.76	\$0.00	\$425.05	\$0.00	\$26,957.38	\$332.00	\$0.00	\$29,756.19
800	Sewer Authority SL Forst Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GHSL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GHSL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GHSL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GHSL SA-2016 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810	NOWS Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$5,761.06	\$161.53	\$0.00	\$5,922.59
810	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$104,846.41	\$0.00	\$25,036.75	\$338,824.66	\$12,047,036.83	\$13,317.57	\$0.00	\$12,527,040.82

Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:

\$12,527,940.82
 \$11,356,137.09
 \$1,171,803.53

Total Approved Bills
 Minus eligible bills for release without prior approval including Utility,
 Retirement, Insurance, Health Benefit, and Tax Collection Funds



Attachment B

**CITY COUNCIL
CITY OF GRAND HAVEN
OTTAWA COUNTY, MICHIGAN**

Councilmember _____, supported by Councilmember _____, moved the adoption of the following Ordinance:

ORDINANCE NO. 20-

AN ORDINANCE TO AMEND SECTION 40-509.B OF THE GRAND HAVEN ZONING ORDINANCE TO CHANGE AUTOMOBILE WASH SPECIAL LAND USE REGULATIONS AND CONDITIONS

THE CITY OF GRAND HAVEN ORDAINS:

Section 1. Regulations and conditions. Section 40-509.B of the Zoning Ordinance of the City of Grand Haven, is amended to read as follows:

B. Regulations and conditions.

1. All such facilities shall be connected to a public water and sewer system.
2. All washing activities shall be carried out within a building, however drying and waxing activities associated with manual and coin operated automobile washes may occur outdoors.
3. The producer for a vacuum system (the source of noise) shall be located within an enclosed building, or if the producer is not located within an enclosed building, the producer shall be no closer than one hundred (100) feet from any property line which abuts a property zoned or used for residential purposes.
4. Vacuum equipment shall be considered an accessory structure and shall meet accessory structure setback requirements.
5. Vacuum equipment shall only be available for use during normal business hours.
6. Noise generated on site from any source shall not exceed sixty (60) decibels measured at any property line.
7. Adequate drainage shall be provided, to prevent flooding, freezing of runoff, and environmental damage.
8. Manual and coin automobile washes shall provide adequate space for drying and waxing vehicles.
9. The applicant shall demonstrate to the satisfaction of the planning commission that vehicle stacking areas for the drive-through facility are adequate to handle the highest volume likely at the facility without encroaching on the public right-of-way or the drive aisles, parking or pedestrian areas on site.
10. The applicant shall demonstrate that no litter and debris will travel off-site.
11. The planning commission may establish hours of operation for such uses consistent with the character of the land uses in the vicinity.

Section 2. Effective Date. This Ordinance shall take effect 20 days after adoption.

YEAS: Councilmember(s) _____

NAYS: Councilmember(s) _____

ABSTAIN: Councilmember(s) _____

ABSENT: Councilmember(s) _____

APPROVED: _____, 2020

I certify that this ordinance was adopted at a meeting of the Grand Haven City Council held on _____, 2020.

Linda Browand, City Clerk

Introduced: _____

Adopted: _____

Published: _____

Effective: _____

Attachment C

**CITY COUNCIL
CITY OF GRAND HAVEN
OTTAWA COUNTY, MICHIGAN**

Councilmember _____, supported by Councilmember _____, moved the adoption of the following Ordinance:

ORDINANCE NO. 20-

AN ORDINANCE TO AMEND SECTION 34-8 OF THE GRAND HAVEN CODE OF ORDINANCES AND TO AMEND SECTION 40-301.03.F.3 OF THE ZONING ORDINANCE TO ALIGN POOL SAFETY REGULATIONS WITH FENCING REQUIREMENTS

THE CITY OF GRAND HAVEN ORDAINS:

Section 1. Safety Regulations. Section 34-8 the Code of Ordinances of the City of Grand Haven, is amended to read as follows:

For the protection of the general public, outdoor swimming pools shall be enclosed by a wall, fence or other type of enclosure which may consist in part of the residence to which the swimming pool is appurtenant; the wall or fence to be not less than four (4) feet or more above the grade line of the abutting ground level. Any wall shall be of wood, brick or masonry and any fence shall follow the fencing requirements of the Zoning Ordinance. Any wall or fence may be solid or designed so as to permit circulation of air, provided that any wall or fence shall not have openings of such nature or size so as to permit any child to pass through or under such fence except at a gate or door when such gate or door shall be opened. All gates or doors leading to such swimming pool except a door in any residence forming part of the enclosure, shall be kept closed when the pool is not in actual use and such gates and doors shall be fitted with a positive latching device which shall automatically latch them when the gate or door is in a closed position. All gates and doors leading to such swimming pool if not in actual use shall be kept locked at all times when the owner of the residence situated on the property where such pool is located shall be absent or away from the property. If any such pool shall be located on a parcel of land where there is no residence actually occupied by the owner or part owner of such pool located on the parcel of land or on an adjoining parcel, then and in such case all gates or doors to the pool shall be kept securely closed, latched and locked when the pool is not in actual use.

Section 2. Private swimming pool. Section 40-301.03.F.3 of the Zoning Ordinance of the City of Grand Haven, is amended to read as follows:

3. Be enclosed by a fence or wall at least four (4) feet in height and in such a manner that no person may enter the yard or area where the pool is located without passing through a gate or door located on the lot or parcel where the pool is located.

Section 3. Effective Date. This Ordinance shall take effect 20 days after adoption.

YEAS: Councilmember(s) _____

NAYS: Councilmember(s) _____

ABSTAIN: Councilmember(s) _____

ABSENT: Councilmember(s) _____

APPROVED: _____, 2020

I certify that this ordinance was adopted at a meeting of the Grand Haven City Council held on _____, 2020.

Linda Browand, City Clerk

Introduced: _____

Adopted: _____

Published: _____

Effective: _____

To: Patrick McGinnis, City Manager
 From: Amy Bessinger, Finance Director
 CM Date: 10.19.2020
 RE: Bills From Payables Warrant

FUND NUMBER	FUND NAME	10.14.2020 WARRANT	10.14.2020 ACH WARRANT	10.09.20 WARRANT	10.09.20 ACH WARRANT	10.07.2020 WARRANT	10.13.2020 CREDIT CARD WARRANT	VOIDS	TOTALS
101	General Fund	\$28,111.64	\$5,707.17	\$0.00	\$0.00	\$61,045.97	\$5,782.89	\$0.00	\$100,647.67
202	Major Street Fund	\$57.00	\$28,871.21	\$0.00	\$0.00	\$3,605.61	\$90.00	\$0.00	\$32,623.82
203	Local Street Fund	\$457.00	\$38.16	\$0.00	\$0.00	\$3,988.50	\$0.00	\$0.00	\$4,483.66
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
236	Main St Dist Dev	\$3,193.75	\$0.00	\$0.00	\$0.00	\$0.00	\$167.92	\$0.00	\$3,361.67
251	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
252	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$49,354.67	\$0.00	\$0.00	\$49,354.67
253	Hokins Boat Storage TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
254	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
255	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
256	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
257	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
258	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
275	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$18,831.44	\$15.89	\$0.00	\$18,847.33
276	LightHouse Maintenance Fund	\$0.00	\$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	\$0.00
351	Operating Debt Fund	\$0.00	\$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	\$0.00
353	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$1,677,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,677,200.00
356	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
357	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
358	2015 UTGO Bond Debt Fund	\$0.00	\$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	\$0.00
401	Public Improvements Fund	\$4,613.46	\$11,155.40	\$0.00	\$0.00	\$75,435.00	\$0.00	\$0.00	\$91,203.86
402	Fire Truck Replacement Fund	\$0.00	\$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	\$0.00
404	Downtown TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
455	G/L TIF Construction Fund	\$0.00	\$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	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$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	\$0.00
469	Building Auth. Fund	\$0.00	\$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	\$780.40	\$0.00	\$780.40
581	Airpark Fund	\$10,498.28	\$209.52	\$0.00	\$0.00	\$1,240.41	\$0.00	\$0.00	\$11,948.21
582	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
588	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
590	City Sewer Fund	\$1,219.01	\$894.00	\$0.00	\$0.00	\$111,725.81	\$0.00	\$0.00	\$113,838.82
591	City Water Fund	\$116,336.46	\$374.28	\$0.00	\$0.00	\$7,608.34	\$0.00	\$0.00	\$124,319.08
594	City Marina Fund	\$61.75	\$0.00	\$0.00	\$0.00	\$21,243.47	\$0.00	\$0.00	\$21,305.22
661	Motorpool Fund	\$71,678.46	\$10,197.53	\$0.00	\$0.00	\$5,546.94	\$101.73	\$0.00	\$87,524.66
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$42,680.00	\$0.00	\$0.00	\$42,680.00
679	Health Benefit Fund	\$0.00	\$130.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.50
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$161.72	\$0.00	\$832,592.99	\$22,357.37	\$0.00	\$0.00	\$0.00	\$855,112.08
711	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
731	Retirement Health Fund	\$77,573.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,573.64
750	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Operations	\$191,431.69	\$3,415.96	\$0.00	\$0.00	\$6,152.91	\$0.00	\$0.00	\$201,000.56
800	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	Sewer Authority Plant Mod	\$797.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$797.00
800	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
800	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810	NOWS Operating	\$29,213.19	\$6,731.41	\$0.00	\$0.00	\$59,630.53	\$0.00	\$0.00	\$95,575.13
810	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$535,404.05	\$1,744,925.14	\$832,592.99	\$22,357.37	\$468,089.60	\$6,938.83	\$0.00	\$3,609,527.58

Tonight, City Council will be approving, subject to audit, bills for this period, totaling as follows:

\$3,609,527.58
\$975,496.22
 \$2,634,031.36

Total Approved Bills
 Minus eligible bills for release without prior approval: including Utility,
 Retirement, Insurance, Health Benefit, and Tax Collection Funds



City of Grand Haven
Clerk's Office
519 Washington Avenue
Grand Haven, MI 49417
616-847-4886
www.grandhaven.org



TO: Patrick McGinnis, City Manager

FROM: Linda L. Browand
City Clerk

DATE: October 12, 2020

SUBJECT: Grant Award Agreement

The Center for Tech and Civic Life has generously awarded the City of Grand Haven \$5,000 to help cover 2020 election expenses incurred between June 15, 2020 and December 31, 2020. These include, but are not limited to, the costs associated with the safe administration of responsibilities such as:

- Procure Personal Protective Equipment and personal disinfectant to protect election officials and voters from COVID-19
- Deploy additional staff and/or technology improvement to expedite and improve mail ballot processing
- Absentee voting equipment/supplies

It is recommended that Council accept the funds and authorize the Mayor and City Clerk to execute the grant agreement.

September 24, 2020

Grand Haven City, Michigan
City Clerk
519 Washington Avenue
Grand Haven, MI 49417

Dear Linda Browand,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Grand Haven City, the Center for Tech and Civic Life (“CTCL”), a nonprofit organization tax-exempt under Internal Revenue Code (“IRC”) section 501(c)(3), has decided to award a grant to support the work of the Grand Haven City Clerk (“Grantee”).

The following is a description of the grant:

AMOUNT OF GRANT: \$5,000.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Grand Haven City in 2020 (“Purpose”).

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement (“Grant Agreement”) and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and

jurisdiction (“Applicable Laws”). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and

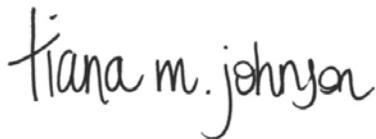
shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.

8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicle.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,

A handwritten signature in black ink that reads "Tiana M. Johnson". The signature is written in a cursive, flowing style.

Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: _____

Title: _____

Date: _____



To: City Council
From: P. McGinnis, City Manager
Date: October 9, 2020
RE: Long Road License Extension

The pandemic continues to be hard on small business in Michigan. Besides the obvious hit the service industry takes due to lack of customers, emergency provisions to protect our health and safety have created a very uncertain business environment. A successful business model includes an investment plan that extends years into the future. Equipment purchases, capital investments, training programs, recruitment initiatives, etc. all cost money, and that money is repaid by future sales. Without stability and predictability, financing is hard to come by and decisions are more difficult to make.

The City Council did everything in their power to remove uncertainty and provide stability in 2020 by steamrolling the old system and providing for quick, necessary and reasonable approvals for businesses looking to expand into private and public areas to create outdoor space needed to safely serve the public.

16 businesses taking advantage of streamlined approvals included:

Stanz Café	Elk’s Club
JWs	Tip a Few
Odd Side Ale	Artisan Cooking School
Mr. Kozaks	Highway Inn
Electric Hero	Eagles Club
Dee Lite	Paisley Pig
Kirby Grill	Spotlight Dance
Long Road Distillers	Sporty’s Bar

Looking forward, it may be advisable to make longer term authorizations to provide stability and predictability. Staff is presenting a report on Monday, October 19 regarding the 2020 experience and seeking Council support for extended openings in 2021. For now, Long Road Distillers have asked if they can leave their sidewalk café installation in place through the winter and next season. This is not approval for the tables in the street; just for the sidewalk café that is attached to the building. This will give them a few tables to use on sunny days through the winter and relieves indoor seating pressure. It is set upon snowmelt, so snow removal is not a limiting factor.

By granting an extension through October 21 of 2021 (we set sidewalk café permits to expire earlier in October to give us time to verify removal before annual Halloween event downtown) you can grant this business some measure of predictability through the winter months and into a prosperous summer season – the fate of street service will be determined later this fall.

SIDEWALK CAFÉ PERMIT AGREEMENT

This Sidewalk Café Permit Agreement is made as of May 6, 2020, between the City of Grand Haven, a Michigan municipal corporation the principal business address of which is 519 Washington Street, Grand Haven, MI 49417 (the "City"), and **Long Road Distillers**, a Michigan LLC, the principal business address of which is **18 Washington Avenue**.

RECITALS

- A. The City's public sidewalk is adjacent to the property located at **18 Washington** (the "Sidewalk Property").
- B. **Long Road Distillers** owns and/or operates an eating and/or drinking establishment located adjacent to and abutting the Sidewalk Property,
- C. **Long Road Distillers** desires to use a limited portion of the Sidewalk Property for outdoor service of its patrons.

TERMS AND CONDITIONS

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

- 1. Grant of Permit. The City grants to **Long Road Distillers** a revocable permit to use a portion of the Sidewalk Property described and depicted on the drawing attached as Exhibit A to this Agreement (the "Permitted Premises"). This is a permit to use the Permitted Premises and does not constitute any legal, equitable, or possessory interest in the Permitted Premises. This permit is granted subject to compliance with all of the provisions of this Agreement.
- 2. Term. Unless terminated or revoked earlier pursuant to this Agreement, the term of the permit shall commence **after the Governor's Order is lifted and restaurants can resume dine-in service**, and terminate on **October 21, 2020**. **Alternatively, the enclosure may be used to facilitate temporary takeout service only with no furniture provided so as to discourage loitering.**
- 3. Fee. The annual permit fee is **\$250.00** payable on execution of this Agreement.
- 4. Use. The Permitted Premises shall be used only for serving seated patrons food and drink until 10:30 p.m. with all patrons relocated indoors not later than 11:00 p.m. (the "Permitted Use") by **Long Road Distillers** and for no other purpose. Such use shall comply with applicable all laws, ordinances, rules, regulations, orders and directives of governmental bodies and officials of competent jurisdiction. The Permitted Premises shall at all times during the term of this Agreement be used, operated, repaired and maintained in accordance with plans and specifications filed with and approved by the City.
- 5. Assignment or Use by Others Prohibited. **Long Road Distillers** may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the City's prior written consent. **Long Road Distillers** may not allow any other person or entity to use the Permitted Premises for any purpose without the City's prior written consent.
- 6. Condition of Permit Premises. This permit is granted on an "as is" basis. The City makes no representations or warranties about the condition of the Permitted Premises or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of the Permitted Premises. During the term of this Agreement, **Long Road Distillers** shall, at its sole expense, perform all maintenance necessary to keep the Permitted Premises in as good condition as they are on the date of this Agreement, reasonable wear and tear excepted including, without limitation, removing all trash and broom sweeping at least once each day.
- 7. Taxes and Special Assessments. **Long Road Distillers** shall pay all personal taxes assessed against any personal property located on the Permitted Premises which are billed anytime during the calendar year

2020. If the real property comprising the Permitted Premises is assessed, then **Long Road Distillers** shall pay any taxes resulting from such assessment which are billed anytime during the calendar year 2020. **Long Road Distillers** shall also pay any installments of special assessments against the Permitted Premises which are due and payable anytime during the calendar year 2020.

8. Utility Costs. **Long Road Distillers** shall place all utility services to the Permitted Premises in its name, shall pay all required deposits or initial fees and shall timely pay (*i.e.*, before the date on which they can no longer be paid without penalties or interest) all rates, fees and charges for natural gas, telephone, fiber optic, electricity, water, sanitary sewer, storm sewer, cable television, telecommunications or any other utility service to the Permitted Premises.

9. Changes to Permitted Premises. No changes may be to the Permitted Premises and no additions may be made to the Permitted Premises without the City's prior written consent which the City may for any reason decline. The City may require detailed plans and specifications and require that any such work be performed by a contractor acceptable to the City. At the termination of this permit, such work shall become the property of the City. No liens arising from such work shall be placed against the Property, the Permitted Premises or any part of the Permitted Premises.

10. Indemnification and Insurance. The City shall not be responsible for any loss or damage from whatever cause to personal property located on the Permitted Premises. **Long Road Distillers** shall hold the City (defined for purposes of this paragraph to also include the City's officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any demand, claim, judgment, award, legal proceeding or loss of any kind arising from **Long Road Distillers'** use, occupancy, maintenance (or failure to maintain), or repair (or failure to repair) the Permitted Premises. **Long Road Distillers** shall obtain and maintain a general liability insurance policy covering the Permitted Premises and **Long Road Distillers'** activities on the Permitted Premises in minimal coverage amounts of \$1,000,000 per occurrence and fire and casualty insurance with an extended coverage endorsement on any improvements placed or constructed by **Long Road Distillers** on the Permitted Premises equal in amount to the full insurable value of such improvements. All policies shall name the City as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days prior written notice to the City, shall be provided to the City. Upon request, the City shall be provided copies of the policies of insurance and all endorsements.

11. Breach and Remedies. All remedies in this Agreement are cumulative of all other remedies available at law or in equity. Remedies may be exercised simultaneously or sequentially. The failure to initially use any remedy is not a waiver of that remedy. To the extent not otherwise prohibited by law, the prevailing party in any action brought pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including without limitation, actual reasonable attorneys fees, incurred to bring, maintain or defend such action from the first demand through any and all appellate proceedings, and jurisdiction and venue of any action brought pursuant to or to enforce this Agreement shall be solely in the state courts in Ottawa County, Michigan. The failure of either party to act upon any breach of this Agreement shall not be deemed a waiver of that breach.

12. Termination. Except as otherwise provided below, the permit granted pursuant to this Agreement is terminable at the will of the City Council of the City. However, prior to terminating the permit the City Council shall first give **Long Road Distillers** written notice that it is considering such action and the date and time of the City Council meeting at which such action will initially be considered so that **Long Road Distillers** may address the City Council. The permit is subject to immediate revocation without notice by the City Manager if necessitated by a City construction project as determined by the City Manager. The permit is also subject to immediate revocation without notice by the City Manager in the event **Long Road Distillers** fails to maintain the Permitted Premises in strict accordance with the requirements of City ordinances regarding sidewalk cafes, or to comply other applicable laws, rules, regulations, orders or

directives. The obligations to pay taxes, special assessments and utility rates, fees and charges as provided in this Agreement and the obligation to provide insurance coverage and to indemnify the City as required in this Agreement shall survive any termination or revocation of the permit granted under this Agreement whether such termination or revocation is due to the expiration of the permit term or a result of action taken by the City pursuant to this paragraph.

13. Right of Entry. The City and its agents shall have the right to enter the Permitted Premises at such reasonable times as will not unreasonably interfere with **Long Road Distillers'** normal use of it.

14. Environmental Issues. **Long Road Distillers** shall not cause or permit any hazardous or toxic substances to be released, stored, produced, emitted, disposed of or used upon the Permitted Premises and/or the Property. As used in this paragraph, the term "hazardous or toxic substance or material" shall include, but not be limited to any material or substance which is deemed a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USCA §9661, or pursuant to the Michigan Natural Resources and Environmental Protection Act, MCLA 324.101, and rules and regulations promulgated under either Act. **Long Road Distillers** shall hold the City harmless from, indemnify it for, and defend it against any and all cost, claims, losses, liability, damages, administrative and criminal proceedings, or other actions as a result of the **Long Road Distillers'** breach of such condition.

15. Miscellaneous.

(a) This Agreement is written pursuant to the laws of the State of Michigan and was made in Ottawa County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation. More than one copy of this Agreement may be signed, but all constitute but one agreement.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

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

CITY OF GRAND HAVEN

By: 

Jennifer Howland,
Community Development Manager

Date: May 6, 2020

Long Road Distillers

By: 

Kyle VanStrien, Managing Member

By: 

Jon O'Connor, Managing Member



City of Grand Haven

City Manager's Office
519 Washington Avenue
Grand Haven MI 49417
616-847-4888

www.grandhaven.org

TO: Ashley Latsch, Assistant to the City Manager
FROM: Matthew VanPortfliet, GIS/IT Coordinator
DATE: October 9, 2020
SUBJECT: Virtual Server Machine Replacement Purchase

The City of Grand Haven currently has 12 virtual servers running on the City network performing a variety of software and storage functions, including our email server, file/document storage, anti-virus and malicious software protection, fleet management, GIS software and data storage, and the terminal server used for remote access to the network, among others.

Our 12 virtual servers are currently running across 3 HP virtual server machines. This hardware was purchased when we first moved from dedicated servers to a virtual server environment, around 2012. By using virtual servers, we were able to save money and resources. Instead of having 12 pieces of dedicated hardware to run our 12 servers, we can run all 12 of them across 3 pieces of hardware using server virtualization.

However, this hardware is now 8 years old. As with any computer hardware, servers age and become obsolete over time. Performance is reduced, while the risk of hardware failure continues to increase. Warranties expire, and parts get harder to locate and purchase, which then makes maintenance and repair that much more difficult. Seeing as how the daily functioning of all technology related processes in the City is dependent on these machines, it is prudent to replace and upgrade this hardware periodically.

We recently went out for competing bids on new virtual servers to upgrade our current equipment. For this upgrade we are switching from HP to Dell servers, and we are only going to need 2 virtual server machines to replace the current 3, due to the increased power and capacity of the new Dell servers. The low bid came from Michigan Office Solutions in the amount of \$17,480.44. We will work with our IT partners at Grand Haven Area Public Schools to transition from our current servers to the new ones. This upgrade should help ensure the functionality and reliability of the City's network well into the coming decade.



Electronic Systems, Inc.

369 Edwin Dr.,
Virginia Beach, VA 23462

Quote#: TFFV-1487
Date: 10/06/2020
Expiration Date: 11/05/2020

Sales Associates

Account Manager: Pat Lonning
Email: pat.lonning@xerox.com
Phone: 757-217-1264
Preparer: Timothy Foote-Vaughn
Email: timothy.foote-vaughn@xerox.com

Bill To:
Matthew VanPortfliet
City of Grand Haven
519 Washington
Grand Haven, MI 49417
Phone: (616)847-4893

Ship To:
Matthew VanPortfliet
City of Grand Haven
519 Washington
Grand Haven, MI 49417
Phone: (616)935-3220
Email: mvanportfliet@grandhaven.org

Customer PO:	Payment Method:	Net Terms: 30	Ship Via: Ground
Shipping Instructions:		Carrier Account #:	

Line	Description	Part Number	Unit Price	Qty	Ext. Price
1	PowerEdge R640 Server No Trusted Platform Module No Hard Drive, No Backplane chassis PowerEdge R640 Shipping PowerEdge R640 x8 Drive Shipping Material PowerEdge R640 CE, CCC, BIS Marking Intel® Xeon® Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666 No Additional Processor Standard Heatsink for 1 CPU 3200MT/s RDIMMs Performance Optimized 32GB RDIMM, 3200MT/s, Dual Rank C0, Diskless Configuration (No RAID, No Controller) No Controller No Hard Drive VMware ESXi 6.7 U3 Embedded Image on Flash Media for Diskless (License Not Included) No Media Required iDRAC9,Enterprise OpenManage Enterprise Advanced iDRAC Group Manager, Enabled iDRAC,Factory Generated Password Riser Config 4, 2x16 LP Intel X550 Quad Port 10GbE BASE-T, rNDC Intel X710 Quad Port 10GbE BASE-T Adapter, PCIe Low Profile IDSDM and Combo Card Reader 2x 32GB microSDHC/SDXC Card No Internal Optical Drive 5 Standard Fans for R640 Dual, Hot-plug, Redundant Power Supply (1+1), 750W NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America Standard Bezel for x4 and x8 chassis No Quick Sync Performance BIOS Setting ReadyRails™ Sliding Rails With Cable Management Arm No Systems Documentation, No OpenManage DVD Kit Basic Next Business Day 36 Months, 36 Month(s) ProSupport and Next Business Day Onsite Service, 60 Month(s) No Installation	210-AKWU	\$ 8,740.22	2	\$ 17,480.44

1 item(s)

Sub-Total \$ 17,480.44

Tax @ 0% \$ 0.00

Freight as applicable

Total \$ 17,480.44

ETA 2-3 WEEKS - From date of order

****ETAs are subject to change daily****

Terms and Conditions

The following terms and conditions ("Agreement") apply to any purchases or leases of Products (as defined below) ordered from this website ("Site"). The term "Company" refers to ["**Electronic Systems, Inc.**"]. The term "you" refers to the customer, purchaser or buyer.

1. PRODUCTS. As used in these terms and conditions, the term "Products" collectively refers to equipment, parts, Services (as defined below), software and supplies ordered or selected from this Site.

2. PRICING; QUOTES; ORDERS; AND TAXES. Prices are in U.S. Dollars and are exclusive of taxes, shipping, and insurance. Unless otherwise indicated, Company's quotations are valid for thirty (30) days from the date of issuance. Orders are initiated by you issuing a purchase order or placing an order by electronic means acceptable to Company. Orders made directly on the Site or your purchase orders must identify the Products, unit quantities, SKUs or part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Company. Your receipt of an order confirmation does not constitute acceptance or confirmation of price or availability of the Products ordered. You will be notified prior to shipment in the event there is a change in price, availability, taxes and shipping charges of any Product you ordered. Orders may not be cancelled or rescheduled without Company's consent, which consent may be given by Company in its sole discretion. You are responsible for state and local sales, use, excise, privilege and other taxes associated with the order.

3. SHIPPING AND DELIVERY; TITLE; AND RISK OF LOSS. Shipping and handling charges are in addition to the Product prices, unless otherwise stated at the time of sale. Company will ship based on availability and shipping capability. Company may make partial shipments. Title and risk of loss to all purchased Products shall pass to you upon shipment, unless otherwise noted on the Company's invoice. Title and risk of loss for leased Products shall remain with the lessor. You expressly agree and hereby grant a security interest in and to all equipment including the proceeds thereof covered by this Agreement until full payment of the purchase price of such equipment has been received by Company, and you authorize Company to file a financing statement as a secured party under the Uniform Commercial Code.

4. INVOICES AND PAYMENT. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Terms of payment are within Company's sole discretion, and unless otherwise agreed to by Company, payment must be received by Company prior to Company's acceptance of an order. Payments must be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Company in which case payment is due and must be received by Company in accordance with credit terms stated on the face of the invoice. Credit terms may be terminated or modified by Company in its sole discretion. All payments must be made in U.S. Dollars. An order may be billed in multiple invoices and each invoice will have its own due date. Company may invoice parts of an order separately. Restrictive covenants on instruments or documents submitted for or with payments you send to Company will not reduce your obligations. You agree to pay any collection expenses, including reasonable attorney fees, expenses and court costs, incurred by Company to collect any unpaid amounts.

5. DOAs / RETURNS. You must notify Company immediately if any Product arrives damaged or is dead on arrival ("DOA") upon first use. Returns of Products that are not damaged, DOA, or defective are limited to unopened product and are subject to a 25% restocking fee. Such returned product must be 100% complete, in resalable condition with all manuals, blank warranty cards and all other materials provided by the manufacturer, vendor or supplier, in the original packaging within ten (10) business days after the date of delivery. A Return Material Authorization (RMA) number and applicable return instructions are required before returning any product to Company or Company's vendors. Contact Company at the phone number listed on this Site for instructions regarding DOAs and returns.

6. SOFTWARE. If your order includes software Products ("Licensed Software"), such Licensed Software is provided by Company to you subject to an end user license agreement that is provided in the packaging, available online or is agreed to when the Licensed Software is installed. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

7. WARRANTIES. You understand that Company is not the manufacturer of the Products ordered by Customer and that any warranties, if any, are provided solely by the manufacturer, not Company. In ordering the Products, you are relying solely on the manufacturer's specifications and not relying on any statements or specifications by Company. THE LIMITED WARRANTIES FOR PRODUCT, IF ANY, AS WELL AS ANY DISCLAIMERS APPLICABLE THERETO, ARE SHIPPED WITH THE PRODUCT, AVAILABLE ONLINE ON THE MANUFACTURER'S WEBSITE OR ARE PROVIDED IN A SEPARATE WARRANTY STATEMENT. THESE WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY DISCLAIMS, AND YOU WAIVE, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. You expressly waive any claim you may have against Company based on any product liability or infringement or alleged infringement of any intellectual property right made against you by a third party and that you waive any right to indemnification from Company against such claim against you by a third party.

8. MANAGED, PROFESSIONAL, AND TECHNICAL SERVICES. If Company is providing managed, professional or technical services ("Services") as set forth in a quote provided by Company on the Site, Company will provide those Services as described in the quote. If the Services do not meet the service levels set forth in the quote, Customer must notify Company in a detailed writing describing the alleged failure, within 30 days of completion of such Services and Company will then modify such Services so that they perform in accordance with the service levels stated in such quote within a reasonable time to be agreed between the parties in writing depending upon the complexity of the issue. The foregoing constitutes Company's sole obligation and Customer's sole remedy for Services provided under this Agreement.

9. LIMITATION OF LIABILITY. COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE AMOUNT INVOICED HEREUNDER AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER ISSUED HEREUNDER, WHETHER THE CLAIM ALLEGES TORTIOUS CONDUCT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY EVEN IF THE OTHER PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

10. FORCE MAJEURE. Company is not responsible for any delay in delivery of Products or performance of any services which result from any circumstances beyond Company's reasonable control. Any shipping dates or completion dates provided by Company in an order confirmation or other communication to you are estimates only and not a commitment to deliver on such dates.

11. CONFIDENTIALITY. Quote and order documents from Company are considered private correspondence and should be kept confidential, except where prohibited by public entities. This is proprietary information and only valid for the recipient of the proposal.

12. COMPLIANCE WITH LAWS. You agree to comply with all applicable laws and regulations of the various states and of the United States and/or any other country of competent jurisdiction regarding the export or re-export of any commodity, technology, technical data and/or software. You shall not export, directly or indirectly, any technical data acquired hereunder or any Products utilizing such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

13. MISCELLANEOUS. Unless you have a separate written agreement with Company that expressly supersedes this Agreement, this Agreement constitutes the entire agreement as to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Company expressly rejects any contrary or supplemental terms in any purchase order, acknowledgment or other documentation provided by you, and in the event of any conflict between the terms of this Agreement and any such documentation, the terms in this Agreement shall prevail unless specifically so stated otherwise in writing by Company. This Agreement is governed by the substantive laws of the State of New York, including the Uniform Commercial Code as adopted thereunder, without regard to their conflict-of-law principles. Company may assign or subcontract any of its rights or obligations with respect to the sale, lease or rental of Products or the right to receive payments. You may not assign or otherwise transfer your rights or obligations under this Agreement without the prior written consent of Company. No attempt to assign or transfer in violation of this provision will be binding upon Company. If a court finds any term of this Agreement to be unenforceable, illegal, or otherwise invalid, that provision and the remaining provisions will be enforced to the greatest extent possible. The failure of either party to enforce any provision of these terms and conditions or any other provision of this Agreement will not be construed as a waiver of such provision or the right thereafter to enforce such provision. All changes to this Agreement must be made in a writing signed by both parties. The amendment, cancellation, or termination of this Agreement will not affect the outstanding obligations of either party.

Approve to order

Customer Signature: _____

Name (Please Print): _____

Title: _____

Bid Form

Firm Name: Michigan Office Solutions
Contact Name: Kelsey Foxx
Address: 2859 Walkent Dr NW
Grand Rapids, MI 49544

Phone #: 616-240-5934
Website: www.mos-xerox.com
Email: kelsey.foxx@xerox.com

Project Requirements:

Cost Per Server	\$ <u>8,740.22</u>
Total (x 2)	\$ <u>17,480.44</u>

Please include an itemized list with individual pricing for the different components of the servers if it is convenient, in addition to the total hardware cost.

Please feel free to include any additional options (and their cost) that you think may be of interest. Please specify any service/hardware that you consider optional.

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



MEMORANDUM

TO: Patrick McGinnis - City Manager
Derek Gajdos - Director of Public Works

FROM: Todd Brand - Facilities and Grounds Manager *TB*

DATE: October 12, 2020

SUBJECT: Grand Haven Municipal Airport – Roofing Project 2020

On October 7th, we opened bid proposals for a roofing project at the Grand Haven Municipal Airport. The project is to include the supplying of all materials, tools, and labor to install a membrane roofing system on an arched roof measuring approximately 3,900 sq.ft. and a flat roof measuring 900 sq.ft. The Request for Proposals asked for prices based on product color and the length of warranty. We received two (2) bids, both of which fell into the 15-20 year warranty category.

The lowest bid was submitted by Naturashield, a company based out of Grand Rapids in the amount of \$26,380.00. The other bid was from Thermal-Tec of Cedar Springs, Michigan in the amount of \$27,875.00. After communicating with William Sleeman of Naturashield, I was able to confirm that his understanding of the project scope aligns with our objective. They are able to install a silicone based covering that has a twenty (20) year warranty with an option to extend the warranty for another ten (10) years through inspections and maintenance. This project will be paid for out of Airport Fund No. 581-000-136.01. No additional money will be used from the General Fund.

Staff recommends that City Council accept the bid proposal from Naturashield in the amount of \$26,380.00 for the installation of two (2) roof membrane systems at the Grand Haven Municipal Airport.

**CITY OF GRAND HAVEN
CONTRACTOR SERVICES AGREEMENT**

This Agreement is made as of October 19th 2020 between the City of Grand Haven, a Michigan Municipal Corporation, the address of which is 519 Washington Street, Grand Haven, Michigan 49417, Attn: City Manager (the “City”), and Naturashield the address of which is 1501 Madison, Grand Rapids, MI 49507, (the “Contractor”).

RECITALS

- A. The City wishes to provide for the installations of roof membrane systems on two (2) hangars at the Municipal Airport. (The “Project”).
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment to install two (2) new membrane roofs, as specified in the Invitation to Bid, Conditions of Contract, and Specifications attached as **Exhibit A** and incorporated by reference.
- C. The Contractor’s proposal to provide such services is attached as **Exhibit B** and incorporated by reference.
- D. The City Council, by its action at a meeting held October 19th 2020 selected the Contractor to complete the Project.

AGREEMENT

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

**ARTICLE I
CONTRACTOR’S RESPONSIBILITIES**

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

- (c) Any work and materials rejected by City or as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.
 - (d) Provide cost information for any proposed change orders requested by the City. All change orders shall require the signature of the City and the Contractor. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of construction time may be authorized by the City Manager. Other changes will require City Council approval.
- 1.2 Additional Services. The Contractor will perform services in addition to those detailed in section 1.1 of this Agreement only when requested in writing by the City.
- 1.3 Termination. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement and the attached Exhibit A, in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.
- 1.4 Insurance. The Contractor shall, before it commences any work under this agreement, file proofs of insurance as required by the documents attached as Exhibit A.

**ARTICLE II
PHASES FOR COMMENCEMENT AND COMPLETION**

- 2.1 Phases. The project shall be commenced and completed per the Invitation to Bid Conditions of Contract, General Conditions and Specifications dated October 19th 2020.
- 2.2 Commencement and Completion. Work shall commence and not be interrupted until completion on or before to be determined at the pre-construction meeting.

**ARTICLE III
COMPENSATION AND PAYMENT**

- 3.1 Compensation. The City shall pay the Contractor the sum of \$26,380 as provided for in the Contractor's proposal attached as Exhibit C, for the services performed under section 1.1 of this Agreement. Additional services as defined in section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.
- 3.2 Billing and Payment. The Contractor will submit monthly invoices to the City for a Pro rata amount of the completed work. All payments unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice, shall be paid within forty-five (45) days of the City's receipt of the invoice. Provided that, ten

percent (10%) of each invoice amount shall be retained by the City until the Project is complete to the City's reasonable satisfaction.

- 3.3 Liens. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its buildings, improvements, fixtures or appurtenances, or any other City property without first securing a valid judgement against the City.

ARTICLE IV MISCELLANEOUS

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

WITNESSES:

THE CITY OF GRAND HAVEN:

By: _____
Robert Monetza, Mayor

By: _____
Linda L. Browand, City Clerk

THE CONTRACTOR:

By: _____

Its _____

By: _____

Its _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olivier-VanDyk Insurance Agency 2780 44th Street SW Wyoming MI 49519	CONTACT NAME: Justin Steere	
	PHONE (A/C. No. Ext): 616-454-0800	FAX (A/C. No.): 616-454-7100
E-MAIL ADDRESS: certificates@ovdinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Acuity, A Mutual Insurance Co.		14184
INSURED Proteus Innovative Technologies, LLC Naturashield - Michigan, LLC 1501 Madison Ave SE Grand Rapids MI 49507	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 420847376

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		Z88468	12/10/2019	12/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z88468	12/10/2019	12/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Z88468	12/10/2019	12/10/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z88468	12/10/2019	12/10/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Nonowned Equipment/Rented			Z88468	12/10/2019	12/10/2020	Limit: \$ 180,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Please note our procedures with regards to certificates of insurance:

The presence of Additional Insured (including blanket versions) and/or Waiver of Subrogation endorsements or policy language is denoted by a “Y” in the appropriate column on the certificate. In accordance with the [ACORD 25 Certificate Forms Instruction Guide](#) and in keeping with the directive set forth by the insurance department, the **Description of Operations box will be used exclusively for the purpose prescribed on the form** (description of operations, insured locations and insured vehicles, as applicable). The ACORD 101 form is designed as an extension of the ACORD 25 Description of Operations box and is similarly restricted in its use.

If you require copies of any endorsements related to information denoted on the form, please let us know. Some forms are immediately available to send to you while others will become available when issued by the insurance company, generally within 30 days, and will be sent to you when available if desired.

Thank you for your understanding.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

CG-2001R(4-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,
LESSEES OR CONTRACTORS)**

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-
ERAGE FORM

1. Section II - Who Is An Insured is amended to include as an additional insured:
 - a. Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
 - b. Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard for bodily injury or property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to:
 - a. *Bodily injury or property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

- b. *Bodily injury or property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or
- c. *Bodily injury or property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage* involved the rendering of or the failure to render any professional services by or for you.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:
 - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
 - b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *Bodily injury* or *property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

EXHIBIT A

September 22, 2020

REQUEST FOR PROPOSALS

NOTICE TO BIDDERS

It is the intent of the City of Grand Haven to receive bids for roofing replacements on the skydive and maintenance hangars at the Grand Haven Municipal Airport.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, Attn: Ms. Linda Browand, City Clerk, until 10:00 a.m. local time, Wednesday, October 7, 2020, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "Airport Hangar Roofing Replacement."

Copies of the Requests for Proposals (RFP) and detailed plans that contain the minimum specifications and official proposal forms are available at the City Clerk's office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417, at the Department of Public Works office, 1120 Jackson Street (*this is not a mailing address*), or online from the City's Web site: www.grandhaven.org.

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

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

Todd Brand
Facilities Manager
City of Grand Haven Department of Public Works

September 22, 2020

INSTRUCTIONS TO BIDDERS

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

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary, when so required the types and amounts of insurance to be provided will be set forth in the Bid Document.

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

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

6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
7. **QUANTITIES:** When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.

8. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
9. **SPECIFICATIONS:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

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

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

As soon as the Award is made, an order or contract documents will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Survey, if required, will be declared forfeited as liquidated damages.

14. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City.

a) Increases in contract cost shall be approved in writing, prior to excess expense being incurred. Approval of increases may require formal action by City Council.

15. **BIDDER'S SIGNATURE:** Each proposal and bid surety form must be signed by the bidder with his usual signature. All signatures should be in full.

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

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

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

a) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.

b) *Bidder must use the bid document proposal forms furnished by the City as none other may be accepted.*

c) *Proposal forms must be returned intact.*

d) *Removal of any thereof may invalidate the bid.*

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

f) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.

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

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

i) Proposals must be mailed or delivered to the Clerk's Office at Grand Haven City Hall 519 Washington Avenue, Grand Haven, MI. 49417.

17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerk's office of the City of Grand Haven. In addition, copies will be mailed to each person holding Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk's Office of the City of Grand Haven. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent. All changes will be approved by City Council.

IF BID SURETY IS REQUESTED ON PROPOSAL FORM, PLEASE OBSERVE THE FOLLOWING:

19. **BID SURETY:** All Proposals must be accompanied by the bid bond, deposit of cash, certified check, bank cashier's or bank official's check, drawn on a solvent bank payable to the Treasure of the City of Grand Haven in the amount determined by the City as stated in the Proposal Form, as a guarantee that if the bid is accepted a contract will be entered into.
- a) The City will determine the sufficiency of the surety.
 - b) The bid bond should be executed by an authorized surety, guaranty, or trust company.
 - c) If corporate surety is given, the surety or guaranty company should indicate the bond in the State in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond, should accompany the Bid Document unless the certificate is on file in the Office of the City Purchasing Agent.
 - d) The surety signature should be witnessed.
20. **PERFORMANCE SURETY:** The successful bidder may be required to furnish a bond or certified check on a solvent bank, payable to the Treasure of the City of Grand Haven in the amount stated in the Proposal Form as a guarantee for the faithful performance of the contract. The City will determine the sufficiency of the surety.

- a) 10% retainer shall be held by the City for a period of six months after the satisfactory completion date.

21. INSURANCE REQUIREMENTS: The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of certificates of insurance shall be submitted to be approved by the City prior to the execution of the contract. The Certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:

A. Workers Compensation Insurance in the amount required by Michigan Law.

B. General Liability:

Bodily Injury and Property Damage combined	
Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00
Personal Injury	\$1,000,000.00

C. Automobile Insurance for Vehicles:

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

22. REFERENCES: Please list three (3) references (Municipal Government) where your company has performed a roofing project proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.

CITY	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

NOTE

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

23. **PROJECT COMPLETION DATE:** The project must be completed 30 days from award of contract.
24. **MISCELLANEOUS:** It will be the responsibility of the Bidder to inspect the specified buildings building prior to submittal of a bid. Bidders must visit the site and make their own measurements for bidding purposes. All bidders are required to visit and inspect the site before submitting a bid. It will also be the responsibility of the Bidder to familiarize themselves with the nature and scope of the project specifications, installation and types of materials and incidentals to complete the project.
25. **To arrange a pre bid site visit contact the Facilities and Grounds Manager, Todd Brand at 616-847-3493 or tbrand@grandhaven.org.**

END OF SECTION-

September 22, 2020

Scope of Services:

SUMMARY OF THE WORK: Project is to include the supplying of all materials, tools, and labor to install a membrane roofing system on an arched roof measuring approximately 3,900sq.ft. and a flat roof measuring 900sq.ft. New membranes will be installed over the existing roofing, some areas will need to be repaired in order to install on a solid structure. We are asking for prices that meet the following warranty ranges and the award will be made for the bid that best suits our needs.

15-20 Years Black White

20-30 Years	Black	White
30-40 Years	Black	White

INTENT

It is the intent of this specification to provide for a roofing system for the Skydive hangar at the Grand Haven Municipal Airport of 16446 Comstock St Grand Haven, MI 49417. This specification is not to be interpreted as restrictive, but rather as a measure of the quality and performance against which all will be compared.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City of Grand Haven when standardization, price, product, safety, quality and delivery are considered. The City of Grand Haven reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

The City of Grand Haven understands that there exists a multitude of roofing systems using a variety of materials. The City of Grand Haven will not specify any one particular roof coat system. Each proposal must include all costs associated with a roof coat system laid upon the entire surface of the metal roof and be accompanied by detailed step-by-step preparation, application and warrantee information of the proposed roofing system.

The hangers on which the work will be done are identified on the attached picture. The hangars consist of a flat roof that measures approximately 900sq.ft. and an arched metal roof that measures roughly 3,900sq.ft.

- All permits and inspection costs are the responsibility of the awarded contractor.
- Awarded contractor to schedule all inspections with appropriate agencies and inform the Facilities and Grounds Manager 24hrs before inspection.
- Use of protective materials and barriers to prevent damage to window and siding and collection of nails and other debris.
- Powerwash entire roof to ensure adhesion.
- Replace all missing and loose fasteners.
- Provide containers for proper disposal of all debris into state approved landfill; all debris is to be cleaned up at the end of each day.
- Replace all damaged roof decking with a consistent material. Ensure all decking is fastened to a rafter in an appropriate manner.
- Replace all fascia material and paint to match existing exterior color.
- Replace damaged soffit material and paint to match existing exterior color.
- Install appropriate flashing where needed.
- Install new boots on all roof penetrations.
- All exposed roof areas are to be covered with a secure water-proof tarp during inclement weather and each evening.
- All site restoration is to be included and completed after final clean up.
- Once initiated, the work is to continue on contiguous work days until completion of the project, except as necessitated due to inclement weather.

September 22, 2020

Upon award of contract, bidder is to provide a certified check equaling 10% of proposed bid payable to Treasurer of the City of Grand Haven. The certified check will be returned 6 months after the satisfactory completion date.

All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

(Bidder's Company Name)

(Bidder's Telephone Number)

(Street/Mailing Address)

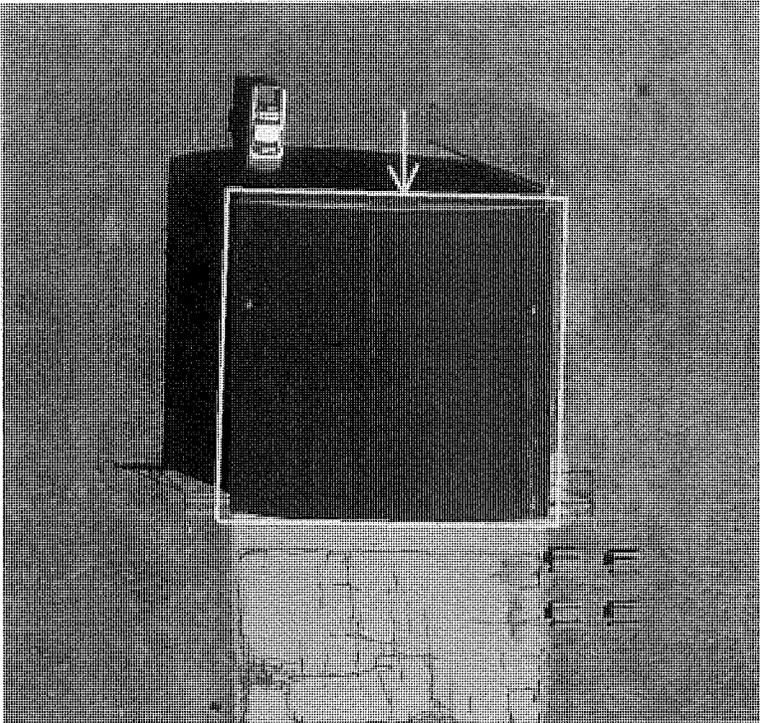
(City/State/Zip)

(Bidder's Signature)

(Print Bidder's Name)

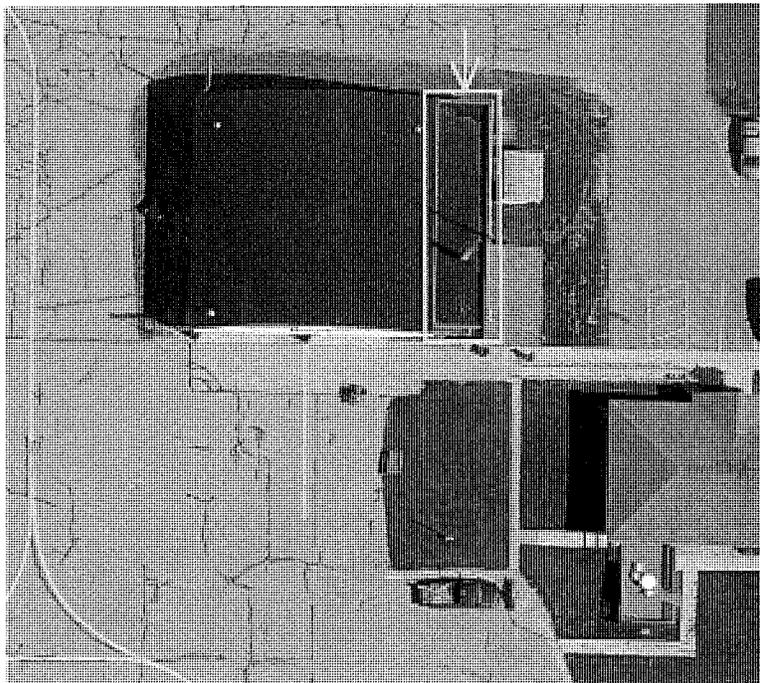
Skydive Hangar:

Approximately 3,900sq.ft. of arched metal roof.



Maintenance Hangar:

Appriximately 900sq.ft. flat roof.



September 22, 2020

"Exhibit B"

REQUEST FOR PROPOSALS

NOTICE TO BIDDERS

It is the intent of the City of Grand Haven to receive bids for roofing replacements on the skydive and maintenance hangars at the Grand Haven Municipal Airport.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, Attn: Ms. Linda Browand, City Clerk, until 10:00 a.m. local time, Wednesday, October 7, 2020, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "Airport Hangar Roofing Replacement."

Copies of the Requests for Proposals (RFP) and detailed plans that contain the minimum specifications and official proposal forms are available at the City Clerk's office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417, at the Department of Public Works office, 1120 Jackson Street (*this is not a mailing address*), or online from the City's Web site: www.grandhaven.org.

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

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

Todd Brand
Facilities Manager

September 22, 2020

INSTRUCTIONS TO BIDDERS

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

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary, when so required the types and amounts of insurance to be provided will be set forth in the Bid Document.

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

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

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

1. References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the bidder in interpreting

the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded, a contract will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

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

As soon as the Award is made, an order or contract documents will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the Purchasing Agent within 10 days of the date of sending, the Bid Survey, if required, will be declared forfeited as liquidated damages.

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

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

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

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

- a) Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
- b) *Bidder must use the bid document proposal forms furnished by the City as none other may be accepted.*
- c) *Proposal forms must be returned intact.*
- d) *Removal of any thereof may invalidate the bid.*
- e) Specifications and plans referred to in this bid document by reference only, need not be returned with the bid, however, no excision of material physically incorporated in the bid document will be permitted.
- f) Bids are to be submitted in sealed envelopes and identified as requested in the specifications.
- g) Separate proposals must be submitted on each reference number and proposals shall be typewritten or written in ink.
- h) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- i) Proposals must be mailed or delivered to the Clerk's Office at Grand Haven City Hall 519 Washington Avenue, Grand Haven, MI. 49417.

17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerk's office of the City of Grand Haven. In addition, copies will be mailed to each person holding Bid and/or Contract Documents and all bidders shall be bound by such interpretations whether or not received by the bidders.

18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk's Office of the City of Grand Haven. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents.

It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent. All changes will be approved by City Council.

IF BID SURETY IS REQUESTED ON PROPOSAL FORM, PLEASE OBSERVE THE FOLLOWING:

19. **BID SURETY:** All Proposals must be accompanied by the bid bond, deposit of cash, certified check, bank cashier's or bank official's check, drawn on a solvent bank payable to the Treasure of the City of Grand Haven in the amount determined by the City as stated in the Proposal Form, as a guarantee that if the bid is accepted a contract will be entered into.

- a) The City will determine the sufficiency of the surety.
- b) The bid bond should be executed by an authorized surety, guaranty, or trust company.
- c) If corporate surety is given, the surety or guaranty company should indicate the bond in the State in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond, should accompany the Bid Document unless the certificate is on file in the Office of the City Purchasing Agent.
- d) The surety signature should be witnessed.

20. **PERFORMANCE SURETY:** The successful bidder may be required to furnish a bond or certified check on a solvent bank, payable to the Treasure of the City of Grand Haven in the amount stated in the Proposal Form as a guarantee for the faithful performance of the contract. The City will determine the sufficiency of the surety.

- a) 10% retainer shall be held by the City for a period of six months after the satisfactory completion date.

21. **INSURANCE REQUIREMENTS:** The Contractor will secure and maintain insurance during the term of the contract from an insurance company authorized to do business in the State of Michigan that will protect contractors and subcontractors and the City from all liability (public liability, personal injury and property damage) claims which may arise from operations under the contract. The Contractor may not start work until evidence of all required insurance has been submitted and approved by the City. The contractor must cease work if any of the required insurance is canceled or expires. Three (3) copies of certificates of insurance shall be submitted to be approved by the City prior to the execution of the contract. The Certificate shall specifically name the City as an additional insured party. The certificates must contain the agreement of the insurance company notifying the City in writing ten (10) days prior to any cancellation or material alteration of the policy. The Contractor shall not allow any work under the contract to be performed by a subcontractor unless evidence of similar insurance covering the activities of the subcontractor is submitted to and approved by the City. The limits of insurance shall not be less than the following:

A. Workers Compensation Insurance in the amount required by Michigan Law.

B. General Liability:

Bodily Injury and Property Damage combined

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

Personal Injury	\$1,000,000.00
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C. Automobile Insurance for Vehicles:

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

22. **REFERENCES:** Please list three (3) references (Municipal Government) where your company has performed a roofing project proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.

CITY	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER
A. Grand Rapids	1448 Madison	Joel Kozlowicz	(616) 340-7547
B. Zeeland	8250 Logistics Dr.	Dr. Marvin Martin	(616) 990-0078
C. Nashua, NH	34 Cello Dr.	Ray Rowell	(603) 921-0513

NOTE

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

23. **PROJECT COMPLETION DATE:** The project must be completed 30 days from award of contract.

24. **MISCELLANEOUS:** It will be the responsibility of the Bidder to inspect the specified buildings building prior to submittal of a bid. Bidders must visit the site and make their own measurements for bidding purposes. All bidders are required to visit and inspect the site before submitting a bid. It will also be the responsibility of the Bidder to familiarize themselves with the nature and scope of the project specifications, installation and types of materials and incidentals to complete the project.

25. **To arrange a pre bid site visit contact the Facilities and Grounds Manager, Todd Brand at 616-847-3493 or tbrand@grandhaven.org.**

END OF SECTION-

September 22, 2020

Scope of Services:

SUMMARY OF THE WORK: Project is to include the supplying of all materials, tools, and labor to install a membrane roofing system on an arched roof measuring approximately 3,900sq.ft. and a flat roof measuring 900sq.ft. New membranes will be installed over the existing roofing, some areas will need to be repaired in order to install on a solid structure. We are asking for prices that meet the following warranty ranges and the award will be made for the bid that best suits our needs.

15-20 Years	Black	White
20-30 Years	Black	White
30-40 Years	Black	White

INTENT

It is the intent of this specification to provide for a roofing system for the Skydive hangar at the Grand Haven Municipal Airport of 16446 Comstock St Grand Haven, MI 49417. This specification is not to be interpreted as restrictive, but rather as a measure of the quality and performance against which all will be compared.

In comparing proposals, consideration will not be confined to price only. The successful bidder will be one whose product is judged to best serve the interests of the City of Grand Haven when standardization, price, product, safety, quality and delivery are considered. The City of Grand Haven reserves the right to reject any or all bids or any part thereof, and to waive any minor technicalities.

The City of Grand Haven understands that there exists a multitude of roofing systems using a variety of materials. The City of Grand Haven will not specify any one particular roof coat system. Each proposal must include all costs associated with a roof coat system laid upon the entire surface of the metal roof and be accompanied by detailed step-by-step preparation, application and warrantee information of the proposed roofing system.

The hangers on which the work will be done are identified on the attached picture. The hangars consist of a flat roof that measures approximately 900sq.ft. and an arched metal roof that measures roughly 3,900sq.ft.

- All permits and inspection costs are the responsibility of the awarded contractor.
- Awarded contractor to schedule all inspections with appropriate agencies and inform the Facilities and Grounds Manager 24hrs before inspection.
- Use of protective materials and barriers to prevent damage to window and siding and collection of nails and other debris.
- Powerwash entire roof to ensure adhesion.
- Replace all missing and loose fasteners.
- Provide containers for proper disposal of all debris into state approved landfill; all debris is to be cleaned up at the end of each day.
- Replace all damaged roof decking with a consistent material. Ensure all decking is fastened to a rafter in an appropriate manner.
- Replace all fascia material and paint to match existing exterior color.

- Replace damaged soffit material and paint to match existing exterior color.
- Install appropriate flashing where needed.
- Install new boots on all roof penetrations.
- All exposed roof areas are to be covered with a secure water-proof tarp during inclement weather and each evening.
- All site restoration is to be included and completed after final clean up.
- Once initiated, the work is to continue on contiguous work days until completion of the project, except as necessitated due to inclement weather.

September 22, 2020

PROPOSAL FORM

Ms. Linda Browand, City Clerk
 519 Washington Avenue
 Grand Haven, Michigan 49417

10/7/20
 Date

Dear Ms. Browand:

Completely in accordance with your notice, instructions and specifications dated October 7, 2020, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish labor and materials to complete the roofing replacement as described in your Request for Proposals. The City of Grand Haven may, at its sole discretion, buy the proposed product that is in the best interest of the City of Grand Haven.

Grand Haven Municipal Airport Maintenance Hangar Roofing Replacement:

15 – 20 year warranty

Labor: Black: 13,000 White: 14,000
 Materials: Black: 13,380 White: 14,214
 Total: Black: 26,380 White: 28,214

20-30 year Warranty

Labor: Black: NA White: NA
 Materials: Black: | White: |
 Total: Black: | White: |

30 – 40 year warranty

Labor: Black: NA White: NA
 Materials: Black: | White: |
 Total: Black: | White: |

Performance Surety:

Upon award of contract, bidder is to provide a certified check equaling 10% of proposed bid payable to Treasurer of the City of Grand Haven. The certified check will be returned 6 months after the satisfactory completion date.

All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

NaturaShield
(Bidder's Company Name)

* (Cell) 776-8387
(Bidder's Telephone Number)

1501 Madison
(Street/Mailing Address)

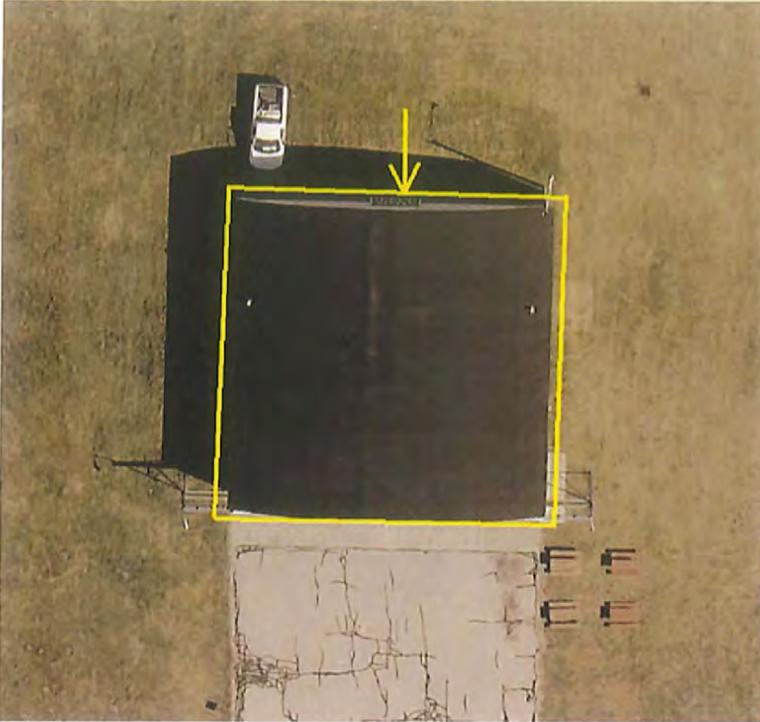
Grand Rapids, MI, 49507
(City/State/Zip)

William Steeman
(Bidder's Signature)

William Steeman
(Print Bidder's Name)

Skydive Hangar:

Approximately 3,900sq.ft. of arched metal roof.



Maintenance Hangar:

Approximately 900sq.ft. flat roof.



GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY



OFFICE OF THE DIRECTOR

DATE: October 13, 2020
TO: Pat McGinnis, City Manager
FROM: Jeff Hawke, Director of Public Safety
RE: Capital Budget Expenditure – Patrol Rifle Replacement

Pat

Following an exhaustive review, our committee of firearms instructors has made a recommendation regarding the replacement of department patrol rifles.

Testing and Evaluation

The following firearms manufacturers provided rifles for testing and evaluation:

- LWRCI
- Daniel Defense
- Colt
- Sig Sauer

Following testing and evaluation, the Sig Sauer was selected due to national and world-wide reputation, range performance, piston as opposed to direct impingement operation, and anticipated reliability for future service and parts.

Justification for Replacement

Current department rifles were purchased in 2003 with estimated replacement at 20,000 rounds. Through rigorous training standards, we have fired approximately 22,400 rounds through each rifle. Malfunctions and repairs are more frequent. Replacing barrels is a possibility, but is not recommended when the remainder of the rifle is 17 plus years old.

Expected Life of New Sig Sauer Rifles

The Sig Sauer Virtus is a high quality firearm with an expected life of 25,000 rounds, or approximately 20 years.

Recommendation

This replacement purchase was discussed extensively during the budget work session.

Funds are budgeted in the capital expenditure line item for rifle, optic, and light replacement in the amount of \$25,000. This has been confirmed with Director of Finance Amy Bessinger.

Sig Sauer sells firearms through regional distributors making sealed bids not applicable in this case.

It is recommended that the quote from Pro-Tech be accepted for 12 Sig Sauer Virtus patrol rifles at \$1,460 each and totaling **\$17,520**.



QUOTE # 003191-R2

Bill to:
Grand Haven Public Safety
525 Washington
Grand haven, MI 49417

Contact: Eric Rasch
Email: Erasch@grandhaven.org
Phone: 616-842-3460

Sales Rep: James Hulliberger
Email: jamesh@protechsales.com
Phone: 440-973-0276
Fax:

Ship to:
Grand Haven Public Safety

Contact:
Email:
Phone:

Quote Date: June 15 2020
Quote Valid: 30 day(s)
Payment: NET 30

Part Number	Description	Brand	Qty	Unit Price	Extended Price
SIG-WRMCX-16B-TAP-P-Agency	Agency Pricing ---- MCX VIRTUS Patrol, 5.56, 16", Gas Piston, Receiver COLOR:Black, M-LOK, Telescoping/Folding 5-position stock **SHIPPING IS INCLUDED in price of AGENCY pricing. Rifle includes: Ambi Controls. Back up sights. Sling w/QD connects. 1 30 Rnd Magazine. 1 small rail section.	Sig Sauer	12	\$1,460.00	\$17,520.00

Net Total: **17,520.00**
Total: **\$17,520.00**

Notes: FET Form and Dept. Letterhead are required for Agency Purchases. These forms will be sent.

To ACCEPT this quotation, please **CONFIRM BILLING AND SHIPPING** address, sign below, and then email to: orders@protechsales.com

Signature: _____ Date: _____ Department PO#: _____

If your Agency issues official Purchase Orders: Please **CONFIRM BILLING AND SHIPPING address and then send official PO to: orders@protechsales.com



MEMORANDUM

TO: Patrick McGinnis - City Manager
Derek Gajdos, Director of Public Works

FROM: Matt Wade – Streets & Utilities Manager *MW*

DATE: October 13, 2020

SUBJECT: Fulton Phase I Reconstruction Change Order for Private Water Services

Kamminga and Roodvoets (K&R) have requested a change order for the Fulton Avenue Reconstruction Project Phase I lead service line replacements. The original lead service line replacement project award was for the replacement of 17 private water services for a total of \$38,071.04. While digging and exposing many of the water services, K&R found unknown lead service lines and unknown copper lines. The majority of these unknowns balanced each other out keeping the overall replacements nearly balanced.

The request for the additional \$7,876.67 change order is for a \$7,531.89 two (2) inch water service at 1333 Fulton that was originally documented as a copper service. This service was not included in the original lead service line replacement project. There is also an additional \$344.78 for 37 feet of one (1) inch copper that was needed during the installation of the 17 lead service line replacements.

Abonmarche has reviewed the change order with city staff. Therefore, DPW administration supports the change order request as outlined by Abonmarche and respectfully asks City Council to approve a resolution supporting the additional costs for the lead service line replacements to Kamminga and Roodvoets of Grand Rapids MI, in the not to exceed amount of \$7,876.67.

OCTOBER 6, 2020

**CHANGE ORDER NO. 1
FULTON AVE PRIVATE WATER SERVICES
ACI JOB#: 19-0183.701**

OWNER

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

CONTRACTOR

Kamminga & Roodvoets, Inc.
3435 Broadmoor Ave SE
Grand Rapids, MI 49512

RE: Misc. Balancing & Extra

Original Contract Amount	\$	38,071.04
Previous Change Orders	\$	0.00
Previous Contract Amount	\$	38,071.04
Net Change (this change order)	\$	7,876.67
Current Contract Amount	\$	45,947.71

RECOMMENDED BY: CONTRACTOR

Adam Khodl (Kamminga & Roodvoets, Inc)_____
Date

RECOMMENDED BY: ENGINEER

Sam Jablonowski, PE (Abonmarche)_____
Date

APPROVED BY: OWNER

Public Works Director (City of Grand Haven)_____
Date



Abonmarche Consultants, Inc

Contract Modification

10/6/2020 9:19 AM

FieldManager 5.3c

Contract: _19-0183.701, Fulton Ave Water Service Replacement Project

Cont. Mod. Number	Revision Number	Cont. Mod. Date	Electronic File Created	Net Change	Awarded Contract Amount
1		10/6/2020	No	\$7,876.67	\$38,071.04
Route Fulton Ave		Managing Office Abonmarche Consultants, Inc.		District 0	Entered By Lucas Grosse
Contract Location City of Grand Haven					

Short Description

Final Contract Balancing and Extra

Description of Changes

- A. Original Contract Amount: \$38,071.04
- B. Current Contract Value (includes this revision): \$45,947.71
- C. Net Total Change (B-A): \$7,876.67

Increases / Decreases

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Quantity Change	Unit	Unit Price	Dollar Value
_ Private Water Service, 1 inch, Trenchless	8237001	0001	0005	19-0183.701	001	Original	37.000	Ft	37.70000	\$1,394.90
Reason: Final Field Measure										
_ Private Water Service, 1 inch, Conn to Ex.	8237050	0002	0010	19-0183.701	001	Original	-1.000	Ea	1,050.12000	\$-1,050.12

Reason: Final Field Measure

Total Dollar Value: \$344.78

New Items

Item Description	Item Code	Prop. Line	Proj. Line	Project	Catg.	Item Type	Proposed Quantity	Unit	Unit Price	Dollar Value
_ 2" Service to EPC	8237051	0004	0016	19-0183.701	001	Extra	1.000	LS	7,531.89000	\$7,531.89

Reason: See attached price breakdown.

Total Dollar Value: \$7,531.89



Abonmarche Consultants, Inc

Contract Modification

10/6/2020 9:19 AM

FieldManager 5.3c

Project / Category Summary

Project/Catg	Project/Category Description	Federal Number	Project Status	Finance System	Control Section	Dollar Value
19-0183.701	Fulton Ave Water Service Replacement Project	0	CNST			
001	Base Bid					\$7,876.67
Total:						\$7,876.67
Total Net Change Amount:						\$7,876.67

If authorized, the contractor agrees to do the work outlined above under the direction of the Engineer, and to accept as payment in full the basis of payment as indicated. Prime Contractor, you are authorized and instructed as the contractor to do the work described herein in accordance with the terms of your contract.

EXTRA WORK

2" Service to EPC



WORK ITEM: 2" Service to EPC LOCATION: FULTON AVE WATERMAIN DATE: September 18, 2020	1 EACH
--	--------

LABOR & EQUIPMENT	RATE		#		HRS	TOTAL
FOREMAN & PU	\$ 92.00	X	1	X	2.00	= \$ 184.00
GENERAL LABORER	\$ 56.86	X	2	X	5.50	= \$ 625.46

SUBTOTAL LAB & EQUIP	\$ 809.46
10% OH&P	\$ 80.95
TOTAL LABOR & EQUIPMENT	\$ 890.41

MATERIAL	#		UNIT PRICE	TOTAL
2" COPPER LINE	47	EA	\$ 9.20	= \$ 432.40
2" CONNECTION	1	EA	\$ 916.00	= \$ 916.00
		EA		= \$ -
		EA		= \$ -

SUBTOTAL MATERIAL	\$ 1,348.40
15% OH&P	\$ 202.26
TOTAL MATERIAL	\$ 1,550.66

SUBS	#		UNIT PRICE	TOTAL
DEWITT TRENCHING	1	Lump Sum	\$ 1,400.00	= \$ 1,400.00
Macatawa Plumbing	1	Lump Sum	\$ 3,448.40	= \$ 3,448.40

SUBTOTAL SUBS	\$ 4,848.40
5% OH&P	\$ 242.42
TOTAL SUBS	\$ 5,090.82

GRAND TOTAL	\$ 7,531.89
UNIT PRICE	\$ 7,531.89 / EACH

NOTE:

To: City Council
From: P. McGinnis, City Manager
Date: October 15, 2020
RE: Jackson Flats Public Hearings



The Brownfield Authority considered a plan amendment on Monday, October 5¹ and the MSDDA took it up on Thursday, October 7.² The Planning Commission earlier recommended approval of the Elliot Avenue Vacation and the PSD Ordinance Amendment.

The Brownfield Plan Amendment and proposed PD are attached; the Elliot vacation is from 1st to 2nd Streets.

You are asked to set public hearings for Monday, November 2, 2020.

¹ Motion by Jim Bonamy to approve the amendment to the Brownfield Plan with a 32 year length, 25% retention by the MSDDA, updated millage rates and years, add verbiage that grant funds will correspondingly reduce eligible activity coat, with a five year LBRF as presented, second by John Hierholzer. Motion carries.

² Motion by Sharon Behm to approve an agreement with the Grand Haven Brownfield Redevelopment Authority to approve an agreement to allow tax increment revenues to pass through consistent with the Jackson Flats Brownfield Plan Amendment with 25% of future tax increments to remain in the DDA TIF during the course of the Brownfield capture and to authorize the signature of the Board Chair conditioned on review of the Final Agreement by the Executive Committee, second by Joyce Workman. Motion carries.

**CITY OF GRAND HAVEN
519 WASHINGTON AVENUE**

**NOTICE OF PUBLIC HEARINGS
GRAND HAVEN, MICHIGAN**

The Grand Haven City Council has scheduled Public Hearings on **Monday, November 2, 2020 at 7:30 pm** to gather citizen input on the following requests related to the proposed Jackson Flats Development:

1. An application from River Caddis & AVB for a zoning change request from OT, Old Town District to PD, Planned Development District and associated Preliminary Development Plan for Jackson Flats located on what is commonly referred to as the Stanco property (parcel #70-03-20-279-008, -017, -019, -020, -023, and -025; and 70-03-20-278-005, -006, and -015).
2. A public hearing to consider vacating Elliott Street right-of-way between First Street and Second Street, pursuant to Sec. 32-89 of the Grand Haven Code of Ordinances. River Caddis and AVB intend to merge the two blocks to the north and south of the street in order to construct a residential development.
3. The adoption of a Brownfield Plan for the City of Grand Haven. The City Council shall exercise its powers pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended. The description of the proposed brownfield property is as follows:

Land situated in the City of Grand Haven, County of Ottawa, State of Michigan, described as follows:

Address	Tax ID
125 Elliott Avenue	70-03-20-279-017
132 Elliott Avenue	70-03-20-278-005
133 Elliott Ave	70-03-20-279-020
215 North 2nd Street	70-03-20-278-006
309 North 2nd Street	70-03-20-279-019
311 North 2nd Street	70-03-20-279-008
317 North 2nd Street	70-03-20-279-025
North 2nd Street	70-03-20-279-024
105 Fulton Avenue	70-03-20-278-015
North Harbor Drive	70-03-20-279-023

Commonly located at 105 Fulton Avenue (125 Elliott Avenue) and comprised of ten (10) parcels.

The proposed Brownfield Plan would allow the developer and Brownfield Redevelopment Authority to be reimbursed for eligible costs incurred to prepare the brownfield property for redevelopment. Eligible costs may include environmental and non-environmental activities. The Brownfield Plan must first be approved by the Grand Haven City Council.

This description of the property along with any maps and a description of the Brownfield Plan are available for public inspection at Grand Haven City Hall, 519 Washington Avenue, Grand Haven, MI 49417. All aspects of the Brownfield Plan are open for discussion at the public hearing.

THE CITY HALL BUILDING IS CLOSED TO THE PUBLIC.

Please see the procedures below for public participation.

Individuals will have opportunities to participate in the Call to the Audience and the public hearing in real-time during the electronic meeting. Please refer to the meeting notice on the City's webpage for viewing and participation options, as well as to review the meeting packet: <http://www.grandhaven.org/city-services/agendas/>.

Written comments may be addressed to Jennifer Howland, Community Development Manager, City of Grand Haven, 519 Washington Avenue, Grand Haven, MI 49417. Emailed comments may be sent to jhowland@grandhaven.org. To be considered at the public hearing, written and emailed comments must be received by 12:00PM, Monday, November 2, 2020.

If you have any questions regarding this notice, please contact the Community Development Department at 616-935-3276.

ATTENTION PROPERTY OWNERS: If you have tenants occupying your property, please share this notice with them to ensure they are aware of the upcoming public hearing. The City will attempt to mail a notice to the physical property, but we are not able to guarantee that the Post Office will deliver it as addressed.

CITY OF GRAND HAVEN

NOTICE TO ALL AFFECTED TAXING JURISDICTIONS

THE CITY OF GRAND HAVEN CITY COUNCIL PROPOSES TO APPROVE A BROWNFIELD PLAN FOR FACILITY ('CONTAMINATED') PROPERTY COMMONLY LOCATED AT 105 FULTON AVENUE (125 ELLIOTT AVENUE) IN GRAND HAVEN MICHIGAN, COMPRISED OF TEN (10) PARCELS PRESENTLY KNOWN AS THE JACKSON FLATS REDEVELOPMENT PROJECT.

The Grand Haven City Council has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act 381 Public Acts of the State of Michigan of 1996, as amended (the "Act").

The Act provides a means for local units of government to facilitate the revitalization of environmentally distressed, functionally obsolete and/or blighted areas. The Authority has prepared and approved a Brownfield Plan for redevelopment of the facility ('contaminated') property located 105 Fulton Avenue (125 Elliott Avenue) in Grand Haven Michigan, comprised of ten (10) parcels presently known as the Jackson Flats Redevelopment Project. The proposed reuse for this property is a 124-unit market rate multifamily residential apartment project. The property is contaminated with hazardous substances under environmental laws and regulations. This document is notification to local taxing units of the Brownfield Plan for the noted property, and of the City's intent to approve the Brownfield Plan.

The Act permits the Authority to use tax increment financing for redevelopment projects included in a Brownfield Plan. Tax increment financing allows the Authority to capture tax revenues attributable to increases in the taxable value of real and personal property located on the "eligible property," which may include adjacent or contiguous parcels. Increases in taxable value may be attributable to various factors, including remediation, new construction, rehabilitation, remodeling, alterations, additions, and installation of personal property on the contaminated, functionally obsolete or blighted property.

The Brownfield Plan will be adopted at the November 2, 2020 meeting of the Grand Haven City Council held at 7:30 p.m.

THE CITY HALL BUILDING IS CLOSED TO THE PUBLIC.

Please see the procedures below for public participation.

Individuals will have opportunities to participate in the Call to the Audience and the public hearing in real-time during the electronic meeting. Please refer to the meeting notice on the City's webpage for viewing and participation options, as well as to review the meeting packet: <http://www.grandhaven.org/city-services/agendas/>.

Written comments may be addressed to Jennifer Howland, Community Development Manager, City of Grand Haven, 519 Washington Avenue, Grand Haven, MI 49417. Emailed comments may be sent to jhowland@grandhaven.org. To be considered at the public hearing, written and emailed comments must be received by 12:00PM, Monday, November 2, 2020.

If you have any questions regarding this notice, please contact the Community Development Department at 616-935-3276.

JACKSON FLATS REDEVELOPMENT PROJECT

Multiple Parcels commonly located at 105 Fulton Avenue
(125 Elliott Avenue)
City of Grand Haven, Michigan

Brownfield Plan

Revised October 14, 2020



Grand Haven Brownfield Redevelopment Authority
City of Grand Haven
519 Washington Avenue | Grand Haven, MI 49417
Phone: (616) 842-3210

Prepared with assistance from:
ADVANCED REDEVELOPMENT SOLUTIONS
PO Box 204
Eagle, MI 48822
Contact: Eric P. Helzer, EDFP
Phone: (517) 648-2434

Approved by River Caddis Development –
Signature _____ , ____ / ____ / 2020

Approved by the Grand Haven Brownfield Redevelopment Authority –
Signature _____ , ____ / ____ / 2020

Approved by the Grand Haven City Council –
Signature _____ , ____ / ____ / 2020

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**PROJECT SUMMARY SHEET: BROWNFIELD PLAN –
Jackson Flats Redevelopment Project**

The purpose of this Brownfield Plan (“Plan”) is to identify eligible activities and cost estimates for redevelopment of ten (10) parcels of property located in Grand Haven Michigan. Brownfield tax increment financing is necessary to support redevelopment of this property.

Project Name: Jackson Flats Redevelopment Project

Applicant/Developer: Entity Name: RiverCaddis Development, LLC
 (“Developer”) on behalf of an entity to be named or formed later
 Contact: Kevin McGraw
 Mailing Address: 1038 Trowbridge Road
 East Lansing MI 48823
 Phone: (517) 703-2132
 Email: kmcgraw@rivercaddis.com

Eligible Property Location: The Eligible Property (“Property”) consists of ten (10) parcels commonly located at:
 o 105 Fulton Avenue (125 Elliott Avenue), Grand Haven Michigan

Parcel Information: Address and Tax Parcel Nos.:

Address	Tax ID
125 Elliott Avenue	70-03-20-279-017
132 Elliott Avenue	70-03-20-278-005
133 Elliott Ave	70-03-20-279-020
215 North 2nd Street	70-03-20-278-006
309 North 2nd Street	70-03-20-279-019
311 North 2nd Street	70-03-20-279-008
317 North 2nd Street	70-03-20-279-025
North 2nd Street	70-03-20-279-024
105 Fulton Avenue	70-03-20-278-015
North Harbor Drive	70-03-20-279-023

Property Size: Approximately 4-acres

Type of Eligible Property: Facility (Contaminated) and Adjacent and Contiguous

Project Description: The Developer proposes to develop, construct, finance, and own The Jackson Flats Redevelopment Project, 124-unit market rate multifamily residential apartments (the “Project”).

The proposed redevelopment project will redevelop the substantially vacant, underutilized, and contaminated parcels.

Total Capital Investment: This Plan anticipates approximately \$24.75 million in Total Capital Investments not including cost of financing upon completion of this Project.

Estimated Job Creation: Upon Project completion, a total of 3 local full-time equivalent (FTE) jobs are projected to be created.

Estimated Duration of Plan

Capture: 32 years (2022-2053), total estimated Plan capture duration for reimbursement of eligible activities, Brownfield Plan & Act 381 Work Plan Preparation, Brownfield Plan & Work Plan Implementation, Brownfield Redevelopment Authority (BRA) Local Brownfield Revolving Fund (LBRF), and State of Michigan Brownfield Redevelopment Fund (MBRF). NOTE: Plan capture of tax increment revenues shall not exceed 30 years.

Estimated Duration of Plan: 34 years (2020-2053) estimated but valid up to 35 years.

Base Year of Plan: 2020

First Year of Plan Capture: 2022

Estimated Gain in Taxes:
(after Project completion)

	Current Taxable Value	Future Taxable Value (Estimate)	Increased/ Taxable Value
	2020	Starting in 2023 (when 100% completed)	Starting in 2023 (when 100% completed)
	\$623,305	\$6,242,597	\$ 5,619,292
Annual Taxes Paid	\$ 35,655	\$357,099	\$ 321,444

Table 4b identifies the year to year assumptions made on the Future Taxable Value Estimates which include both Real and Personal property assumptions. For the Year 2023 Future Taxable Value Estimate (when 100% completed) of \$6,242,597 is for Real property only and Personal property is while capturable is not known at this time.

Distribution of Total New Taxes Paid Estimate:

(Total Plan Duration)

Total New Taxes Received by Taxing Units	\$ 3,966,833
Total New Taxes Received by Grand Haven Main Street Downtown Development Authority (MSDDA)	\$ 1,245,733
Total New Taxes Captured by GHBRA	\$ 9,076,672
Total New Taxes	\$ 14,289,239

**Total New (Incremental) Taxes Captured
Breakdown Estimate:**

(Total Plan Duration, see Table 4d)

Total Taxes Captured During Brownfield Plan Tax Capture Period	Total/ Cumulative
Brownfield Redevelopment Authority (BRA) Administration	\$ -
BRA Brownfield Plan & Work Plan Implementation (to BRA)	\$ -
BRA Local Brownfield Revolving Fund (LBRF)	\$ 1,238,423
State of Michigan Brownfield Redevelopment Fund (MBRF) (Maximum of 25-Year period for tax capture)	\$ 480,238
Local Taxes to Developer * (to Reimburse Eligible Activities)	\$ 4,070,144
State School Taxes To Developer * (to Reimburse Eligible Activities)	\$ 3,287,867
Total New Tax Capture (See Table 1a)	\$ 9,076,672
* To meet Developer Reimbursement Obligations.	

**Total New (Incremental) Taxes Received (Gain/Not Captured) by Taxing Units
Breakdown Estimate:
(Total Plan Duration)**

Total Estimated New/Incremental Tax Revenue Received by each Taxing Unit/ Entity (taxes not captured by the Brownfield Plan)	Percentage of Pass-Through/ Sharing to Taxing Unit	Estimated Dollar Amount	Percentage of Retained Obligation for Grand Haven Main Street Downtown Development Authority (MSDDA)	Estimated Dollar Amount	Estimated Tax Capture Period in Number of Years = 32
					New Tax Revenue Received
					Total/ Cumulative
CITY OF GRAND HAVEN					
GHC Operating	0%	\$ -	25%	\$ 623,329	\$ 623,329
GHC Transp	0%	\$ -	25%	\$ 37,469	\$ 37,469
GHC Museum	0%	\$ -	25%	\$ 15,206	\$ 15,206
GHC Aging Coun	0%	\$ -	25%	\$ 14,963	\$ 14,963
GHC Comm Center	0%	\$ -	25%	\$ 47,043	\$ 47,043
GHC MSDDA	0%	\$ -	25%	\$ 108,230	\$ 108,230
GHC Brownfield Debt	100%	\$ 187,347	0%	\$ -	\$ 187,347
GHC Infrastructure Debt 08	100%	\$ 249,796	0%	\$ -	\$ 249,796
GHC Infrastructure Debt 15	100%	\$ 224,817	0%	\$ -	\$ 224,817
Subtotal to Above	-	\$ 661,960	-	\$ 846,241	\$ 1,508,200
OTTAWA COUNTY					
County Operating	0%	\$ -	25%	\$ 243,551	\$ 243,551
County CMH	0%	\$ -	25%	\$ 18,254	\$ 18,254
County Roads	0%	\$ -	25%	\$ 30,431	\$ 30,431
County E-911	0%	\$ -	25%	\$ 26,778	\$ 26,778
County Parks	0%	\$ -	25%	\$ 20,190	\$ 20,190
Subtotal to Above	-	\$ -	-	\$ 339,204	\$ 339,204
LIBRARY					
LOUTIT Library - Operating	0%	\$ -	25%	\$ 60,288	\$ 60,288
LOUTIT Library - Debt	100%	\$ 28,727	0%	\$ -	\$ 28,727
INTERMEDIATE SCHOOL DISTRICTS (ISD) / EDUCATIONAL SERVICE AGENCY (ESA)					
Ottawa ISD	0%	\$ -	0%	\$ -	\$ -
Subtotal to Above	-	\$ 28,727	-	\$ 60,288	\$ 89,015
LOCAL SCHOOL MILLAGES: excludes State School millages					
Grand Haven School District - Debt	100%	\$ 1,049,144	0%	\$ -	\$ 1,049,144
Subtotal to Above	-	\$ 1,049,144	-	\$ -	\$ 1,049,144
Subtotal of All of the Above	-	\$ 1,739,830	-	\$ 1,245,733	\$ 2,985,564
STATE SCHOOL MILLAGES: excludes Local School millages					
State Education Tax - SET	0%	\$ 556,751	0%	\$ -	\$ 556,751
Grand Haven Local School Operating - LSO	0%	\$ 1,670,252	0%	\$ -	\$ 1,670,252
Subtotal to Above	-	\$ 2,227,003	-	\$ -	\$ 2,227,003
GRAND TOTAL OF NEW TAX REVENUE TO THE ABOVE	-	\$ 3,966,833		\$ 1,245,733	\$ 5,212,567

Eligible Activities and Eligible Costs:

Eligible activities are estimated at approximately \$9,076,672 (inclusive of fees associated with EGLE environmental and MSF non-environmental activities, Brownfield Plan & Act 381 Work Plan Preparation, Brownfield Plan & Work Plan Implementation, Brownfield Redevelopment Authority (BRA) Local Brownfield Revolving Fund (LBRF), and State of Michigan Brownfield Redevelopment Fund (MBRF)) of which the projected costs of Project eligible activities are \$7,358,011. Project eligible activities as defined in this Plan are the eligible activities necessary for the Developer to complete its proposed Project. By way of adoption of this Plan, the Brownfield Plan will cap Project eligible activity costs at \$7,358,011 so long as there are available revenues.

Eligible Activities	Eligible Costs
EGLE Eligible Activities	
Department-Specific Activities	
Pre-Approved Activities - Assessments	\$ 88,500
Pre-Approved Activities - Due Care Planning	\$ 16,500
Due Care Activities	\$ 1,443,260
MSF Non-Environmental Eligible Activities	
Demolition Activities	\$ 107,206
Lead and Asbestos Abatement Activities	\$ 73,000
Infrastructure Improvements Activities (Private)	\$ 540,616
Infrastructure Improvements Activities	\$ 614,614
Site Preparation Activities	\$ 673,867
Contingency (15%)	\$ 533,634
Interest (5% Simple Interest)	\$ 3,165,814
<i>Subtotal</i>	\$ 7,257,011
Brownfield Plan & Work Plan Preparation (to Developer)	\$ 86,000
Brownfield Plan & Work Plan Implementation (to Developer)	\$ 15,000
Local Application Fees (to Developer)	\$ -
<i>Subtotal: To Developer *</i>	\$ 7,358,011
Brownfield Redevelopment Authority (BRA) Administration	\$ -
BRA Brownfield Plan & Work Plan Implementation (to BRA)	\$ -
BRA Local Brownfield Revolving Fund (LBRF)	\$ 1,238,423
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 480,238
<i>Subtotal: To BRA & State</i>	\$ 1,718,661
GRAND TOTAL	\$ 9,076,672
* To meet Developer Reimbursement Obligations.	

INTRODUCTION

The City of Grand Haven, Michigan (“City”), established the Grand Haven Brownfield Redevelopment Authority (the “Authority”), pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of and investment in certain “Brownfield” properties within the City. Inclusion of Property within this Plan will facilitate financing of eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields” that are either environmentally contaminated (a “facility”), blighted property, historic resource or deemed functionally obsolete property. By facilitating redevelopment of Brownfield properties, this Plan, is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority. The City has determined that this Plan is necessary to reduce unemployment, promote economic growth, and increase capital investment thus creating new taxable value for the City and the State of Michigan.

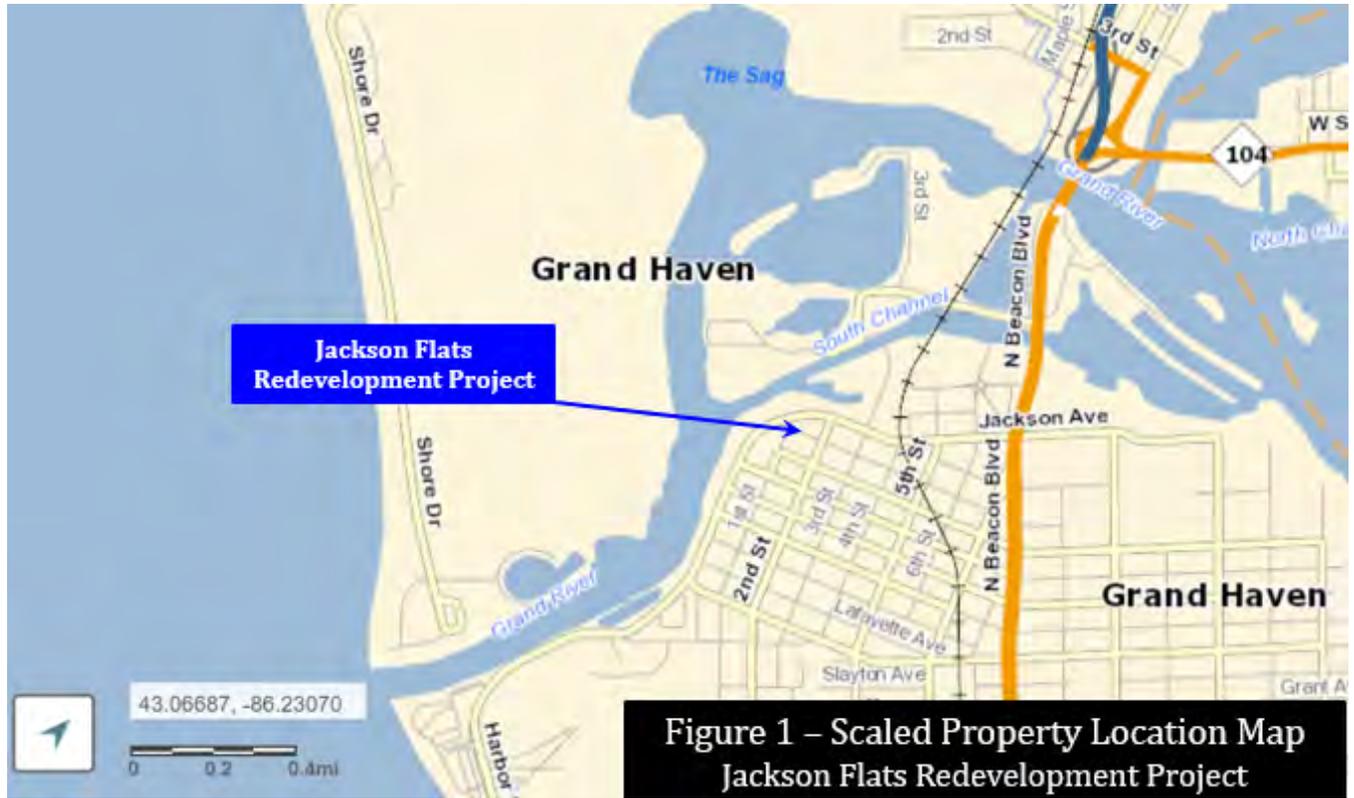
The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Plan, shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the Eligible Property identified in this Plan and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. With the approval of the Authority, any change in the proposed developer or proposed use of the Eligible Property shall not necessitate an amendment to the Plan, affect the application of the Plan to the Eligible Property, or impair the rights available to the Authority under this Plan.

The Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(2) of Act 381.

1. DESCRIPTION OF THE ELIGIBLE PROPERTY (SECTION 13(2)(H))

The Eligible Property (“Property”) consists of ten (10) parcels commonly located at 105 Fulton Avenue (125 Elliott Avenue), Grand Haven Michigan. The Property is situated south of North Harbor Drive, west of North 2nd Street, north of Fulton Avenue, and east of North 1st Street. Elliott Avenue divides the Property, running generally east to west. See Figure 1 – Scaled Property Location Map.



The Eligible Property parcels are summarized in the below table. See Exhibit A, Eligible Property – ALTA/NSPS Land Title Survey with Legal Descriptions. Below is a generalized map of the Eligible Property area and Project location. The Property contains approximately 4-acres in the City of Grand Haven (“City”) as depicted on Figure 2 – Eligible Property Map which is a generalized map of the Eligible Property area and Project location.

Eligible Property		
Address	Tax ID	Basis of Eligibility
125 Elliott Avenue	70-03-20-279-017	Adjacent and Contiguous
132 Elliott Avenue	70-03-20-278-005	Adjacent and Contiguous
133 Elliott Ave	70-03-20-279-020	Facility
215 North 2nd Street	70-03-20-278-006	Adjacent and Contiguous
309 North 2nd Street	70-03-20-279-019	Adjacent and Contiguous
311 North 2nd Street	70-03-20-279-008	Adjacent and Contiguous
317 North 2nd Street	70-03-20-279-025	Adjacent and Contiguous
North 2nd Street	70-03-20-279-024	Adjacent and Contiguous (Combination in Process)
105 Fulton Avenue	70-03-20-278-015	Facility
North Harbor Drive	70-03-20-279-023	Facility



The Property is surrounded by similar parcels as the proposed redevelopment Project. The Property is zoned “OT” Old Town District and this zoning district allows for the proposed Project redevelopment under a special use permit. The Project will create a multifamily development which reflects the vision of the City’s Master Plan. See below Figure 3 – Zoning Map with zoning classifications for the Property and surrounding parcels.



The Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

The Property consists of ten (10) parcels of land. The Property is currently developed with three residential dwellings, each containing 744 to 1,476 square feet, and a commercial building containing 11,548 square feet that is currently utilized for unoccupied storage. Surface parking lots are present east of the commercial building and in the northwestern portion of the Property. The dwellings are in the northeastern portion of the Property. The remainder of the Property contains groomed grass. All Property is located within the boundaries of the City of Grand Haven, Michigan.

Standard and other historical sources documented multiple residential dwellings, a hotel, and associated axillary buildings (sheds, garages, etc.) present on the Property since at least 1883. All the dwellings/axillary buildings, except for the current dwellings, were demolished at various times between 1906 and 2012. The current dwellings (125 and 133 Elliott Avenue and 309 North 2nd Street) were constructed in 1908, 1910, and 1918 and have been utilized for residential purposes since construction. The northwestern portion of the Property has been utilized for temporary surface parking since at least 1986.

A commercial building (historically located between 102 and 106 Elliott Avenue), which was present in at least 1883, was vacant of occupants in at least 1883, occupied by a saw shop in 1892, and vacant of occupants in at least 1899. Most of the building was demolished by 1906 and the remainder was likely utilized for storage for an adjacent dwelling until it was demolished between 1931 and 1938.

The original portion of the commercial building (currently located at 105 Fulton Avenue), which was in the southwestern portion of the Property was constructed in 1920, with multiple additions through 1985. Most of the building, except for the current portion, was demolished in 2001. The buildings were occupied by Peerless Novelty Co. (a metal products manufacturer) from construction until at least 1976, was occupied by Stanco Metal Products Inc. (metal stamping business) from at least 1981 until the late 1980s, and the building has been vacant of occupants since that time.

A railroad track was installed, running from north to south, in the central portion of the Property, was installed on the Property by 1920 and was removed by 1986.

A former storefront building was constructed in the southeastern portion of the Property between 1938 and 1949 and was demolished by 1968. The former building was occupied by a barber shop from at least 1956 until 1971, vacant of occupants in 1976, and a retail tenant in at least 1981.

A warehouse and an oil house building were constructed in the north-central portion of the Property (north of Elliott Avenue) between 1949 and 1955 and were demolished by 1986.

A commercial building (formerly 120 Elliott Avenue) was present in the central portion of the Property (south of Elliott Avenue) from at least 1950 until 1968. The former building was demolished by 1986. This building was occupied by a machine shop from at least 1950 until 1960 and vacant of occupants from at least 1963 to 1971.

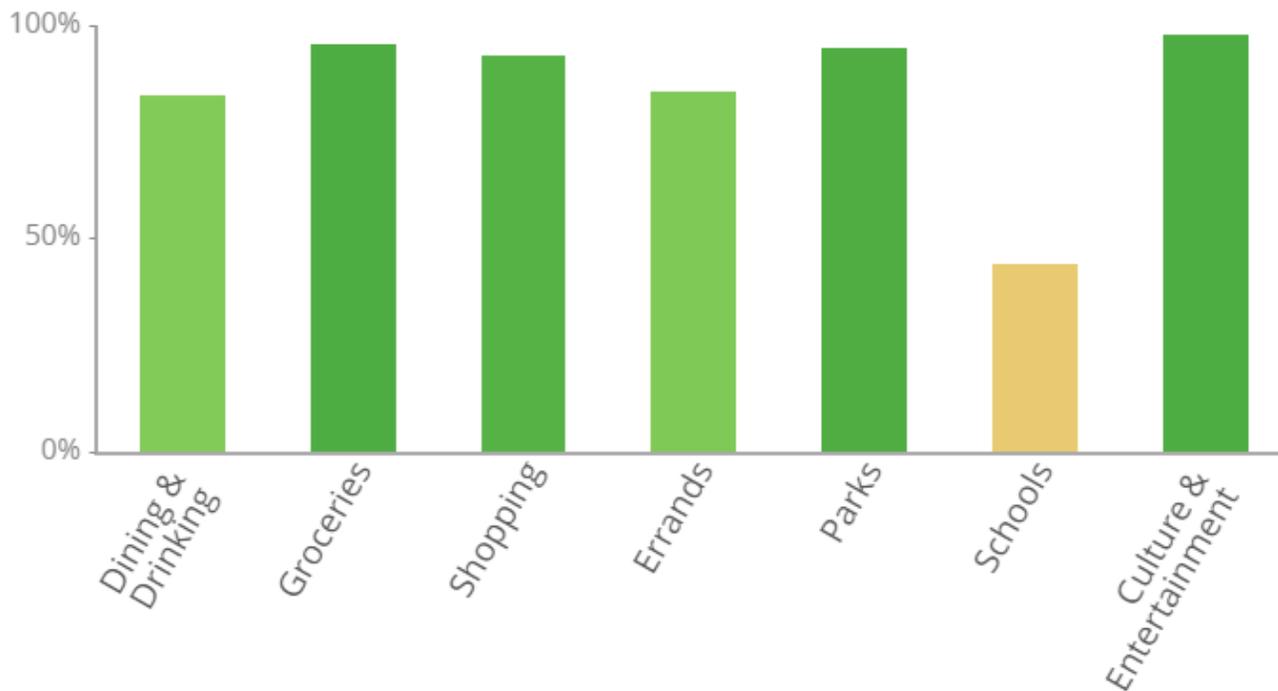
"Site Plan and Aerial Rendering After Redevelopment"



Aerial View | View looking northeast



The Property is in an area close to amenities which are both walkable and bikeable. The Property's Walkscore scores very well for walkability, earning a score of 73 out of 100. A Walkscore shows how walkable any given location is. Necessities and amenities such as markets, transit stops, and entertainment venues are all considered when calculating this score. This score is a good indicator of how desirable the Property will be to the target market demographic.



The Project proposes to redevelop underutilized and contaminated parcels that have been substantially vacant for 42 years into a 124-unit market rate multifamily residential apartment Project for the City and State of Michigan, both during Project construction and subsequent operations. The redevelopment integrates design elements, environmental activities, and economic development to further goals of the City, the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) and the Michigan Economic Development Corporation (“MEDC”). It will result in: (1) the community and municipal benefits of increased property taxes on the Property; (2) due care activities that will address the contamination on the Property, reducing the threat to human health and the environment; and (3) a substantial improvement to the appearance and aesthetics of the Property which will assist in increasing the property values of the neighboring community. The overall redevelopment of this site will include asbestos abatement, demolition of building and site conditions, environmental assessment and due care activities, site preparation, infrastructure improvements and redevelopment into a multifamily residential development project. The applicant has a strong desire to put this Property back to productive use and develop a community-based Project on a prominent corner in the City.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the “Property.” Incremental tax revenues resulting from new personal property will be captured. Any such funds will be used to reimburse the Authority and Developer for eligible activities, to the extent authorized by this Plan, and an executed Reimbursement Agreement (“Agreement”) between the Developer and the Authority.

2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for residential and commercial purpose; (b) parcels comprised by the Property have been determined to be a “facility”; (c) includes parcels that are adjacent and contiguous to those facility parcels because the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of the Property; and, (d) the Property is located within the City of Grand Haven, a qualified local governmental unit, or “Core Community” under Act 381.

Eligible Property		
Address	Tax ID	Basis of Eligibility
125 Elliott Avenue	70-03-20-279-017	Adjacent and Contiguous
132 Elliott Avenue	70-03-20-278-005	Adjacent and Contiguous
133 Elliott Ave	70-03-20-279-020	Facility
215 North 2nd Street	70-03-20-278-006	Adjacent and Contiguous
309 North 2nd Street	70-03-20-279-019	Adjacent and Contiguous
311 North 2nd Street	70-03-20-279-008	Adjacent and Contiguous
317 North 2nd Street	70-03-20-279-025	Adjacent and Contiguous
North 2nd Street	70-03-20-279-024	Adjacent and Contiguous (Combination in Process)
105 Fulton Avenue	70-03-20-278-015	Facility
North Harbor Drive	70-03-20-279-023	Facility

Environmental due diligence activities were conducted at the Property to support a property transaction in process. The due diligence activities identified the Property as a “facility” as defined under Part 201 of the Natural Resources and Environmental Protection Act (“NREPA”), Michigan Public Act 451 of 1994, as amended (“Part 201”).

A Phase II Environmental Site Investigation was completed on the Property in 2018. Soil, groundwater, and soil gas samples revealed contaminant concentrations exceeding EGLE Generic Residential Cleanup Criteria (“GRCC”) and/or site-specific Volatilization to Indoor Air Criteria (“VIAC”), including various volatile organic compounds (“VOCs”), metals, and per and polyfluorinated compounds (“PFAS”). Vapor intrusion impact is a concern.

A Baseline Environmental Assessment Report (“BEA Report”) is in process but not yet completed.

As Eligible Property, the Property is eligible for Brownfield redevelopment incentives from the Authority.

3. SUMMARY OF ELIGIBLE ACTIVITIES AND DESCRIPTION OF COSTS (SECTION 13 (2)(A),(B))

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include environmental assessment and due care activities, asbestos abatement, demolition (including lead if identified), infrastructure improvements, site preparation, contingency, interest, preparation of a Brownfield Plan/Act 381 Work Plan, Developer Brownfield Plan & Work Plan Implementation, Brownfield Redevelopment Authority (“BRA”) Local Brownfield Revolving Fund (“LBRF”), and State of Michigan Brownfield Redevelopment Fund (“MBRF”).

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the following tables (Tables 1a and 1b).

The Eligible Activities projected in this Plan may switch categories if onsite, offsite or Property conditions change. If conditions change, an eligible activity may fall under a different category so long as the Plan adjustments stay within the Environmental activity category and the Non-Environmental activity category because this Plan contemplates capture of state revenues.

For Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total combined costs of said activities plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

For Non-Environmental Activities, the line item costs for any eligible activity may be adjusted with the approval of the Authority after the date the Plan is approved by the Authority and/or Governing Body, so long as the costs do not exceed the total Non-Environmental costs plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Reimbursement Agreement or Work Plan (if applicable), or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed. Amendments to Act 381 that were signed in to law on December 28, 2012 to allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on eligible property or prospective eligible properties prior to approval of the Plan, if those costs and the eligible property are subsequently included in an approved Plan. If eligible activities are performed prior to Plan approval, approved eligible activity costs will be reimbursable in accordance with Act 381. Furthermore, costs in this Plan are subject to approval by the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) {formerly called the Michigan Department of Environmental Quality (“MDEQ”)} and Michigan Strategic Fund (“MSF”) Board (through the MEDC) for the use of state tax increment revenues. EGLE and MSF/MEDC may adjust specific eligible activities amongst environmental and non-environmental eligible activities in accordance with state policy and guidance. Changes made between environmental and non-environmental eligible activities will be reflected in the Act 381 Work Plan. These adjustments made by the state agencies are allowed and do not change the validity of this Plan, so long as the Grand Total of eligible activity costs identified are not exceed. Any costs not authorized by EGLE or MSF/MEDC will become reimbursable costs with captured local-only tax increment revenues from locally levied millages, if available.

In accordance with this Plan and the associated Reimbursement Agreement (the “Agreement”) with the Authority, the amount advanced by the Developer will be repaid by the Authority solely from the tax increment revenues realized from the Eligible Property.

Tax increment revenues will first be used to pay or reimburse State Brownfield Revolving Fund costs described in the tables. Local and state school tax capture was assumed to reimburse eligible

activity costs in this Plan. Further use of tax increment revenues generated by this Project will be governed by the Agreement.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of the Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Agreement.

Eligible activities are estimated at approximately \$9,076,672 (inclusive of fees associated with EGLE environmental and MSF non-environmental activities, Brownfield Plan & Act 381 Work Plan Preparation, Brownfield Plan & Work Plan Implementation, BRA LBRF, and MBRF) of which the projected costs of Project eligible activities are \$7,358,011. By way of adoption of this Plan, the Brownfield Plan will cap Project eligible activity costs at \$7,358,011 so long as there are available revenues.

Table 1a - Itemized Eligible Activities	Notes	Eligible Activity Amount Supported in Brownfield Plan	Local Tax Capture	State School Tax Capture	Local Tax Capture Only	State Tax Capture Only
			46.96%	53.04%	100.00%	100.00%
EGLE Eligible Activities						
Department-Specific Activities						
Pre-Approved Activities - Assessments		\$ 88,500	\$ 41,562	\$ 46,938	\$ -	\$ -
Pre-Approved Activities - Due Care Planning		\$ 16,500	\$ 7,749	\$ 8,751	\$ -	\$ -
Due Care Activities		\$ 1,443,260	\$ 677,801	\$ 765,459	\$ -	\$ -
EGLE Environmental Eligible Activities Total		\$ 1,548,260	\$ 727,112	\$ 821,148	\$ -	\$ -
MSF Eligible Activities						
Demolition Activities		\$ 107,206	\$ 50,347	\$ 56,859	\$ -	\$ -
Lead and Asbestos Abatement Activities		\$ 73,000	\$ 34,283	\$ 38,717	\$ -	\$ -
Infrastructure Improvements Activities (Private)		\$ 540,616	\$ -	\$ -	\$ 540,616	\$ -
Infrastructure Improvements Activities		\$ 614,614	\$ 288,642	\$ 325,971	\$ -	\$ -
Site Preparation Activities		\$ 673,867	\$ 316,469	\$ 357,397	\$ -	\$ -
MSF Non-Environmental Eligible Activities Total		\$ 2,009,302	\$ 689,742	\$ 778,944	\$ 540,616	\$ -
	Percentage/Rate					
Contingency: EGLE Environmental	15.0%	\$ 232,239	\$ 109,067	\$ 123,172	\$ -	\$ -
Contingency: MSF Non-Environmental	15.0%	\$ 301,395	\$ 103,461	\$ 116,842	\$ 81,092	\$ -
<i>Sub Total: Contingencies</i>		\$ 533,634	\$ 212,528	\$ 240,014	\$ 81,092	\$ -
Interest: EGLE Environmental (Simple Interest)	5.0%	\$ 1,377,770	\$ 647,045	\$ 730,725	\$ -	\$ -
Interest: MSF Non-Environmental (Simple Interest)	5.0%	\$ 1,788,044	\$ 613,790	\$ 693,169	\$ 481,085	\$ -
<i>Sub Total: Interest</i>		\$ 3,165,814	\$ 1,260,835	\$ 1,423,895	\$ 481,085	\$ -
<i>Sub Total: EAs + Contingencies + Interest</i>		\$ 7,257,011	\$ 2,890,218	\$ 3,264,000	\$ 1,102,793	\$ -
Brownfield Plan & Work Plan Preparation (to Developer)		\$ 86,000	\$ 14,089	\$ 15,911	\$ 56,000	\$ -
Brownfield Plan & Work Plan Implementation (to Developer)		\$ 15,000	\$ 7,044	\$ 7,956	\$ -	\$ -
Local Application Fees (to Developer)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Developer Administration: Brownfield Plan & Work Plan Preparation + Brownfield Plan & Work Plan Implementation + Application Fees		\$ 101,000	\$ 21,133	\$ 23,867	\$ 56,000	\$ -
<i>Sub Total: EAs + Contingencies + Interest + Developer Administration</i>		\$ 7,358,011	\$ 2,911,351	\$ 3,287,867	\$ 1,158,793	\$ -
Brownfield Redevelopment Authority (BRA) Administration		\$ -	\$ -	\$ -	\$ -	\$ -
BRA Brownfield Plan & Work Plan Implementation (to BRA)		\$ -	\$ -	\$ -	\$ -	\$ -
BRA Local Brownfield Revolving Fund (LBRF)		\$ 1,238,423	\$ -	\$ -	\$ 1,238,423	\$ -
Total BRA : BRA Administration + BRA Brownfield Plan & Work Plan Implementation + LBRF		\$ 1,238,423	\$ -	\$ -	\$ 1,238,423	\$ -
<i>Sub Total: EAs + Contingencies + Interest + Developer Administration + Total BRA</i>		\$ 8,596,434	\$ 2,911,351	\$ 3,287,867	\$ 2,397,216	\$ -
State of Michigan Brownfield Redevelopment Fund (MBRF)		\$ 480,238	\$ -	\$ -	\$ -	\$ 480,238
GRAND TOTAL: EAs + Contingencies + Interest + Developer Administration + Total BRA + MBRF		\$ 9,076,672	\$ 2,911,351	\$ 3,287,867	\$ 2,397,216	\$ 480,238

Table 1b - Summary of Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan
Total Local Taxes to Developer for Eligible Activities, Contingency and Interest	\$ 4,070,144
Total Local Tax Capture for Eligible Activities, Contingency and Interest	\$ 4,070,144
Total Local Taxes to BRA Administration	\$ -
Total Local Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ -
Total Local Taxes to BRA Local Brownfield Revolving Fund (LBRF)	\$ 1,238,423
Total Local Tax Capture to BRA	\$ 1,238,423
Total School Taxes to Developer for Eligible Activities, Contingency and Interest	\$ 3,287,867
Total School Tax Capture for Eligible Activities, Contingency and Interest	\$ 3,287,867
Total School Taxes to BRA Administration	\$ -
Total School Taxes to BRA Brownfield Plan & Work Plan Implementation	\$ -
Total School Taxes to BRA Local Brownfield Revolving Fund (LBRF)	\$ -
Total School Tax Capture to BRA	\$ -
Total School Taxes to State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 480,238
Total School Tax Capture to BRA & MBRF	\$ 480,238
Total Capture by Brownfield Redevelopment Authority (BRA)	\$ 1,238,423
Total Capture by State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ 480,238
Total Capture for Developer	\$ 7,358,011
GRAND TOTAL	\$ 9,076,672

4. CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES (SECTION 13(2)(C),(F))

This Plan anticipates the capture of tax increment revenues to reimburse the Project for the costs of eligible activities under this Plan in accordance with the Agreement. The initial taxable value of the Property shall be determined by the use of tax year 2020 tax values. Tax increment revenue is expected to be available for capture by the redevelopment on the Property in 2022. Estimates project that the Authority is expected to capture the tax increment revenues from 2022 through 2053 which will be generated by the increase in taxable value. The following table provides a summary of the captured incremental taxable values and tax increment revenues captured which it will provide after completion of the redevelopment Project. In addition, detailed tables of estimated

tax increment revenues to be captured is attached to this Plan as Exhibit B, Table 4 - Tax Increment Financing Estimates. Prior to commencement of reimbursement to the Project, annual payments to the State of Michigan Brownfield Redevelopment Fund (MBRF) will occur.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Property set through the property assessment process by the local unit of government and equalized by the County(s). The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue capture available under this Plan will be based on the actual millage levied annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment Project that is eligible and approved for capture. Eligible activities are estimated at approximately \$9,076,672 so long as there are available revenues. If the actual costs of eligible activities are lower than the estimates identified in this Plan capture to Developer may be lower or if the Taxable Value is higher than estimated Developer reimbursement may be satisfied sooner.

Table 2 - Estimated Captured Incremental Taxable Values & Tax Increment Revenues Captured

Tax Year	Captured Incremental Taxable Values	Tax Increment Revenues Captured
2020 - Base Year	\$ -	\$ -
2021	\$ -	\$ -
2022 - Start of Tax Capture	\$ 2,728,997	\$ 123,491
2023	\$ 5,619,292	\$ 254,282
2024	\$ 5,745,020	\$ 259,971
2025	\$ 5,873,483	\$ 265,784
2026	\$ 6,004,739	\$ 271,724
2027	\$ 6,138,851	\$ 277,793
2028	\$ 6,275,879	\$ 283,994
2029	\$ 6,415,887	\$ 290,329
2030	\$ 6,558,941	\$ 296,803
2031	\$ 6,705,106	\$ 303,417
2032	\$ 6,854,451	\$ 310,175
2033	\$ 7,007,043	\$ 317,080
2034	\$ 7,162,955	\$ 324,135
2035	\$ 7,322,257	\$ 331,344
2036	\$ 7,485,025	\$ 338,709
2037	\$ 7,651,332	\$ 346,235
2038	\$ 7,821,257	\$ 353,924
2039	\$ 7,994,877	\$ 361,781
2040	\$ 8,172,274	\$ 369,808
2041	\$ 8,353,530	\$ 378,011
2042	\$ 8,538,727	\$ 386,391
2043	\$ 8,727,953	\$ 394,954
2044	\$ 8,921,294	\$ 403,703
2045	\$ 9,118,840	\$ 412,642
2046	\$ 9,320,683	\$ 421,776
2047	\$ 9,526,916	\$ 431,108
2048	\$ 9,737,635	\$ 440,644
2049	\$ 9,952,937	\$ 450,386
2050	\$ 10,172,922	\$ 460,341
2051	\$ 10,397,691	\$ 470,512
2052	\$ 10,627,349	\$ 480,905
2053	\$ 10,862,002	\$ 491,523
Total	-	\$ 11,303,675
<i>Total of "Surplus Revenue/Surplus Incremental Taxes Paid" to be returned to the applicable Taxing Jurisdictions on a pro-rata basis</i>		\$ 2,227,004
Total Estimated Tax Increment Revenues Captured		\$ 9,076,672

5. METHOD OF BROWNFIELD PLAN FINANCING (SECTION 13(2)(D))

Eligible activities in this Plan are to be financed by the Developer. The Developer will obtain conventional bank financing for a construction loan and seek gap financing assistance from the state of Michigan in the form of a Michigan Community Revitalization Program (“MCRP”) Loan from the MSF Board and an Environmental Loan from EGLE. The Developer will fulfill its obligations for required funds needed through a combination of cash, land equity, and other funding sources. The construction lender will require a personal guarantee from the loan sponsor and will likely require that the Developer’s fund their portion of the capital stack prior to drawing on the construction loan. As the Developer is still finalizing the Project costs, they have not yet firmly selected a lender. However, the Developer have had preliminary discussions with several banks that they have existing relationships with, and they are excited about the opportunity to provide construction financing for this Project along the terms they are seeking. Project financial close and the start of construction is expected in the Spring 2021, pending incentive approvals.

It should be noted that the Developer is pursuing a Grant toward environmental eligible activities from EGLE. If the Developer is successful in securing a Grant, any amount of the Grant that covers an eligible activity identified in this Plan will not be reimbursed with captured tax incremental revenues.

The Project will be reimbursed for eligible costs as listed in Tables 1a and 1b above. The current estimated amount of required capture used to reimburse the Developer’s eligible activities are estimated at approximately \$7,358,011.

All reimbursements authorized under this Plan shall be governed by the Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements from tax increment revenues generated by this Project and does not obligate the Authority or City to fund any reimbursement or to enter into the Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Agreement contemplated by this Plan.

6. AMOUNT OF NOTE OR BONDED INDEBTEDNESS INCURRED (SECTION 13(2)(E))

The Authority will not incur a note or bonded indebtedness for this Brownfield Project under this Plan.

7. DURATION OF THE BROWNFIELD PLAN AND EFFECTIVE DATE (SECTION 13(2)(F))

Subject to Section 13b(16) of Act 381, the date of tax capture shall commence no earlier than 2022 or the immediate following year—as increment revenue becomes available, but the beginning date of tax increment revenues capture shall not exceed five years beyond the date of the governing body resolution approving the Plan. In no event shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan. Total estimated Plan capture duration for reimbursement of Eligible Activities, Brownfield Plan & Act 381 Work Plan Preparation costs, Brownfield Plan & Act 381 Work Plan Implementation Fees, BRA LBRF capture, and MBRF

capture is estimated at 32 years (2022-2053).

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

- a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.
- b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the Project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least five (5) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on all obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

8. ESTIMATED IMPACT ON TAXING JURISDICTIONS (SECTION 13(2)(G))

The following table presents a summary of the impact to taxing jurisdictions (if the redevelopment Project is completed) over a 32-year capture period. The impact to each individual taxing jurisdiction may be as much as their proportionate share of \$9,076,672. Table 1a identifies the total amount required for the Project's eligible activities. Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented in Exhibit B-Table 4c and summarized in Table 3 below.

Table 3 - Estimated Impact to Taxing Jurisdictions

Taxing Unit	Incremental Taxes Paid	Taxes Returned to Taxing Unit	25% Retained Obligation for Grand Haven Main Street Downtown Development Authority (MSDDA)	Total Impact to Taxing Jurisdiction Due to Grand Haven Brownfield Redevelopment Authority (GHBRA) Tax Capture *
CITY OF GRAND HAVEN	-	-		
GHC Operating	\$ 2,493,315	\$ -	\$ 623,329	\$ 1,869,986
GHC Transp	\$ 149,878	\$ -	\$ 37,469	\$ 112,408
GHC Museum	\$ 60,825	\$ -	\$ 15,206	\$ 45,619
GHC Aging Coun	\$ 59,851	\$ -	\$ 14,963	\$ 44,888
GHC Comm Center	\$ 188,171	\$ -	\$ 47,043	\$ 141,129
GHC MSDDA	\$ 432,922	\$ -	\$ 108,230	\$ 324,691
GHC Brownfield Debt	\$ 187,347	\$ 187,347	\$ -	\$ -
GHC Infrastructure Debt 08	\$ 249,796	\$ 249,796	\$ -	\$ -
GHC Infrastructure Debt 15	\$ 224,817	\$ 224,817	\$ -	\$ -
OTTAWA COUNTY	-	-		
County Operating	\$ 974,205	\$ -	\$ 243,551	\$ 730,654
County CMH	\$ 73,015	\$ -	\$ 18,254	\$ 54,762
County Roads	\$ 121,726	\$ -	\$ 30,431	\$ 91,294
County E-911	\$ 107,113	\$ -	\$ 26,778	\$ 80,334
County Parks	\$ 80,759	\$ -	\$ 20,190	\$ 60,569
LIBRARY	-	\$ -		
LOUTIT Library - Operating	\$ 241,153	\$ -	\$ 60,288	\$ 180,865
LOUTIT Library - Debt	\$ 28,727	\$ 28,727	\$ -	\$ -
INTERMEDIATE SCHOOL DISTRICTS (ISD) / EDUCATIONAL SERVICE AGENCY (ESA)	-	\$ -		
Ottawa ISD	\$ 1,571,368	\$ -	\$ -	\$ 1,571,368
LOCAL SCHOOL MILLAGES: excludes State School millages	-	\$ -		
Grand Haven School District - Debt	\$ 1,049,144	\$ 1,049,144	\$ -	\$ -
STATE SCHOOL MILLAGES: excludes Local School millages	-	-		
State Education Tax - SET	\$ 1,498,777	\$ 556,751	\$ -	\$ 942,026
Grand Haven Local School Operating - LSO	\$ 4,496,331	\$ 1,670,252	\$ -	\$ 2,826,078
Totals	\$ 14,289,239	\$ 3,966,833	\$ 1,245,733	\$ 9,076,672
Total Tax Increment Revenues Captured by Brownfield Plan				\$ 9,076,672

* Under this Plan, 75% of the millages allowed for DDA capture will be transferred to the BRA for their use. The transfer of the DDA's millages to the BRA will be in accordance with an Interlocal Agreement per the Urban Cooperation Act, Public Act 7 of 1967. All millages not allowed for DDA tax capture will be captured by the BRA as allowed pursuant to Act 381 of the Public Acts of 1996, as amended.

9. DISPLACEMENT OF PERSONS (SECTION 13(2)(I-L))

The Property is substantially vacant except for one rental home which is on a month to month lease. If that Tenant hasn't already terminated his tenancy prior to the planned start of the development, per the agreed upon Lease between the current Tenant and Landlord, the Landlord will provide them with the requisite 30 days' notice to allow them to relocate their residence. There are no other persons residing on the Property. Additionally, there are no businesses that will be acquired to be cleared; therefore, there will be no adverse displacement or adverse relocation of persons or businesses under this Plan.

10. LOCAL BROWNFIELD REVOLVING FUND (SECTION 8)

The Authority anticipates collecting \$1,238,423 into a Local Brownfield Revolving Fund (LBRF) under this Plan. At any time during the duration of the Brownfield Plan, the governing body or the Authority may reduce or eliminate the term and or amount captured by the Authority into the LBRF.

11. STATE BROWNFIELD REDEVELOPMENT FUND (SECTION 8A)

The Authority shall pay to the Department of Treasury at least once annually an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the Authority pays an amount equal to 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13B(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the 3 mills of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

The Authority anticipates collecting \$480,238 under this Plan for the State of Michigan Brownfield Redevelopment Fund {MBRF}. MBRF capture is reflective of the Project being completed.

12. OTHER INFORMATION (SECTION 13(2)(M))

The Authority and the City, in accordance with the Act, may amend this Plan in the future.

The Developer is pursuing a Grant toward environmental eligible activities from EGLE. If the Developer is successful in securing a Grant, any amount of the Grant that covers an eligible activity identified in this Plan will not be reimbursed with captured tax incremental revenues

The Developer covenants that it shall not discriminate, through its contracts with consultants, contractors or subcontractors, with respect to employment terms, conditions or privileges that in any way directly or indirectly relate to their employment because of race, color, religion, national origin, age, sex, height or marital status.

Exhibit A

ALTA/NSPS Land Title Survey with Legal Descriptions

ALTA/NSPS LAND TITLE SURVEY

LEGEND

- UP. X UTILITY POLE
- ☆ LIGHT POLE
- ⊕ HYDRANT
- ⊙ WATER VALVE
- MANHOLE (STORM/SAN SEWER)
- SANITARY SEWER
- WATERMAIN
- STORM SEWER
- GAS LINE
- UTILITY LINES - UG AND OVERHEAD
- 586 EXISTING CONTOUR
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING GRAVEL

NOTE: UTILITY LINES SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. CRITICAL LOCATIONS SHOULD BE VERIFIED BEFORE CONSTRUCTION. UTILITY LOCATIONS ARE FROM CITY OF GRAND HAVEN PLANS AND VISIBLE SURFACE OBJECTS.

BOUNDARY LEGEND

- SET CON. MON.
- FOUND CONC. MON.
- SET CAPPED IRON
- △ SET MAG. NAIL
- FOUND IRON
- × CUT CROSS
- P. PLATTED
- M. MEASURED
- D. DESCRIBED

SURVEYOR'S NOTES:

- 1.) Under ground utilities shown are from field observations and markings from an 811 utility locate dated June 24, 2019, ticket #A91700906, A91700917, A91700922, A91700927, A91700976, B91701866, B91701869, B91701872, B91701933.
- 2.) The basis of bearings is the North line of Fulton Street N64°03'03"W.
- 3.) (A) Poles, Overhead lines, Underground lines and guy anchors within parcel boundary. No easement provided.
- 4.) (B) Underground Gas and Telephone lines within the parcel boundary. No easement provided.
- 5.) See Sheet 2 of 2 for Manhole Structure Table.

ITEMS CORRESPONDING TO SCHEDULE B EXCEPTIONS FROM COVERAGE

(Referencing the Title Commitment for subject property, Commitment No. 252772LANS dated August 21, 2018, by Transnation Title Agency of Michigan)

Note: Items 1 thru 8 are not survey matters

Only those items that are survey matters are noted here.

- 9 Terms, conditions and provisions which are recited in Parking Lot License Agreement in favor of the City of Grand Haven recorded in Liber 1087, Page 329. (SHOWN ON SURVEY)
- 10 Easement to City of Grand Haven recorded in Instrument No. 2012-0045893. (SHOWN ON SURVEY. EASEMENT USAGE NOT DEFINED.)

SURVEYOR CERTIFICATION

To: River Caddis Development, Transnation Title Agency, its successors and assigns, and Michigan State Housing Development Authority;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes no items of Table A thereof. The field work was completed on June 27, 2019.

Brian A. Ford

Brian A. Ford
Professional Surveyor
Registration Number 47199

Date: 7-1-2019

bford@milanowski-englert.com



DESCRIPTION OF PROPERTY FROM COMMITMENT NO. 252772LANS, DATED AUGUST 21, 2018, BY TRANSNATION TITLE AGENCY OF MICHIGAN

Parcel 1-A:
Entire Lots 89 through 92, inclusive; entire lots 129 through 132, inclusive; the North 11 feet of the East 1/2 of Lot 169; the South 33 feet of the East 1/2 of Lot 170; and the North 1/2 of Lot 170 and entire Lot 171, Original Plat of the Village (now City) of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 1.

Parcel 1-B:
The South 55 feet of the East 1/2 of Lot 169; the West 1/2 of Lot 169; the Southwest 1/4 of Lot 170; and the East 3/4 of Lot 172, Original Plat of the Village (now City) of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 1.

Parcel 1-C:
The West 1/4 of Lot 172, Original Plat of the Village (now City) of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 1.

Parcel 2:
Lot 171, Original Plat of the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, on Page 1.

Parcel 3:
The Easter 3/4 of Lot 172 of the Original Plat of the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 1.

Parcel 4:
Those parts of Lot 1, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58, described as:

- 1.) Commencing at the Northeast corner of Lot 7, Block 5, Akeley's Addition to the City of Grand Haven and running thence North 23 degrees 13 minutes East 85.4 feet along the Westerly line of Lots 4 and 3 of said Block 5; thence North 85 degrees 54 minutes West 34.91 feet; thence South 23 degrees 13 minutes East 74.0 feet to the Southerly line of said Lot 1; thence South 66 degrees 47 minutes East 33.0 feet to the place of beginning.
- 2.) Commencing on the North line of Lot 7, Block 5, Akeley's Addition to the City of Grand Haven, 33 feet Westerly from the Southeast corner of Lot 1; thence North 23 degrees 13 minutes East 74.0 feet; thence North 89 degrees 36 minutes West 35.5 feet; thence South 23 degrees 13 minutes West 60.8 feet; thence South 66 degrees 47 minutes East 33 feet to the place of beginning.
- 3.) Commencing at a point on the South line of Lot 1, Block 5, Akeley's Addition to the City of Grand Haven, 99.23 feet Northwesterly from the Southeast corner of Lot 1; thence Northwesterly 84.06 feet to the South right of way line of Harbor Drive; thence Northwesterly along the arc of a curve to the right which has a radius of 936.68 feet to a point on said right of way line that is 44.37 feet Northeasterly of the point of beginning; thence Southwesterly parallel with the East line of Lot 1 to the point of beginning.
- 4.) The West 33.0 feet of the East 99.0 feet of Lot 1, Block 5, Akeley's Addition to the City of Grand Haven, lying South of Madison Street (now Harbor Drive).

AND
That part of Lot 4, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58, described as beginning at the Northwesterly corner of Lot 4 and proceeding thence Easterly along the Northerly line of Lot 4, 88 feet; thence Southerly at right angles and parallel to the Westerly line of Lot 4, 58 feet; thence Westerly and parallel to the Northerly line of Lot 4, 44 feet; thence Southerly and parallel to the Westerly line of Lot 4, 8 feet; to the Southerly line of Lot 4; thence Westerly along the Southerly line of Lot 4, 44 feet to the Southwest corner of Lot 4; thence Northerly along the Westerly line of Lot 4, 66 feet to the point of beginning; AND the Southerly 8 feet of the Easterly 88 feet of Lot 4, Block 5, Akeley's Addition to the City of Grand Haven, as recorded in Liber 1 of Plats, Page 58.

AND
The Easterly 1/2 of Lot 6, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58.

AND
Entire Lots 7, 8 and 9, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58.

AND
That part of Lot 10, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58, lying Southerly of the Southerly right of way line of the Madison-Water Street connection (now Harbor Drive).

Parcel 5:
The Westerly 1/2 of Lot 6, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58.

Parcel 6:
The South 1/2 of Lot 5, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58.

Parcel 7:
The North 1/2 of Lot 5, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58.

Parcel 8:
The Easterly 1/3 of Lot 4 except a strip 8 feet wide off the South side thereof in Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58.

Parcel 9:
The Southerly 1/2 of Lot 3, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats on Page 58, being the Southerly 33.00 feet in width of Lot 3, the Northerly line parallel with the Southerly line.

Parcel 10:
Lot 3, Block 5, Akeley's Addition to the City of Grand Haven, Ottawa County, Michigan, as recorded in Liber 1 of Plats, Page 58, lying Southerly of Harbor Drive but excepting the Southerly 33 feet thereof.

SURVEYED AS DESCRIPTION

PARCEL 1, SURVEYED AS DESCRIPTION:
Land located in Section 20, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan described as: All of Lots 89, 90, 91, 92, 129, 130, 131, 132, 169, 170, 171 and 172 of the Original Plat of the City of Grand Haven.

PARCEL 2, SURVEYED AS DESCRIPTION:
Land located in Section 20, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan described as: All of Lots 1, 3, 4, 5, 6, 7, 8, 9 and 10 of Block 5, Akeley's Addition to the City of Grand Haven lying South of North Harbor Drive.

MILANOWSKI & ENGLERT ENGINEERING & SURVEYING

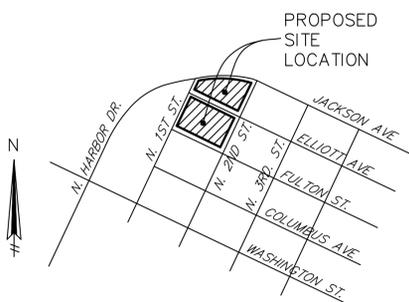
403 Oak Street - Spring Lake, Michigan 49456
Phone: 616-847-4070 Fax: 616-847-6626

ALTA/NSPS LAND TITLE SURVEY FOR: RIVERCADDIS DEVELOPMENT

SECTION 20, TOWN 8 NORTH, RANGE 16 WEST, CITY OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN

DATE	July 1, 2019	DRAWN BY	TV / DRB
SHEET	1 of 2	JOB NO.	15993

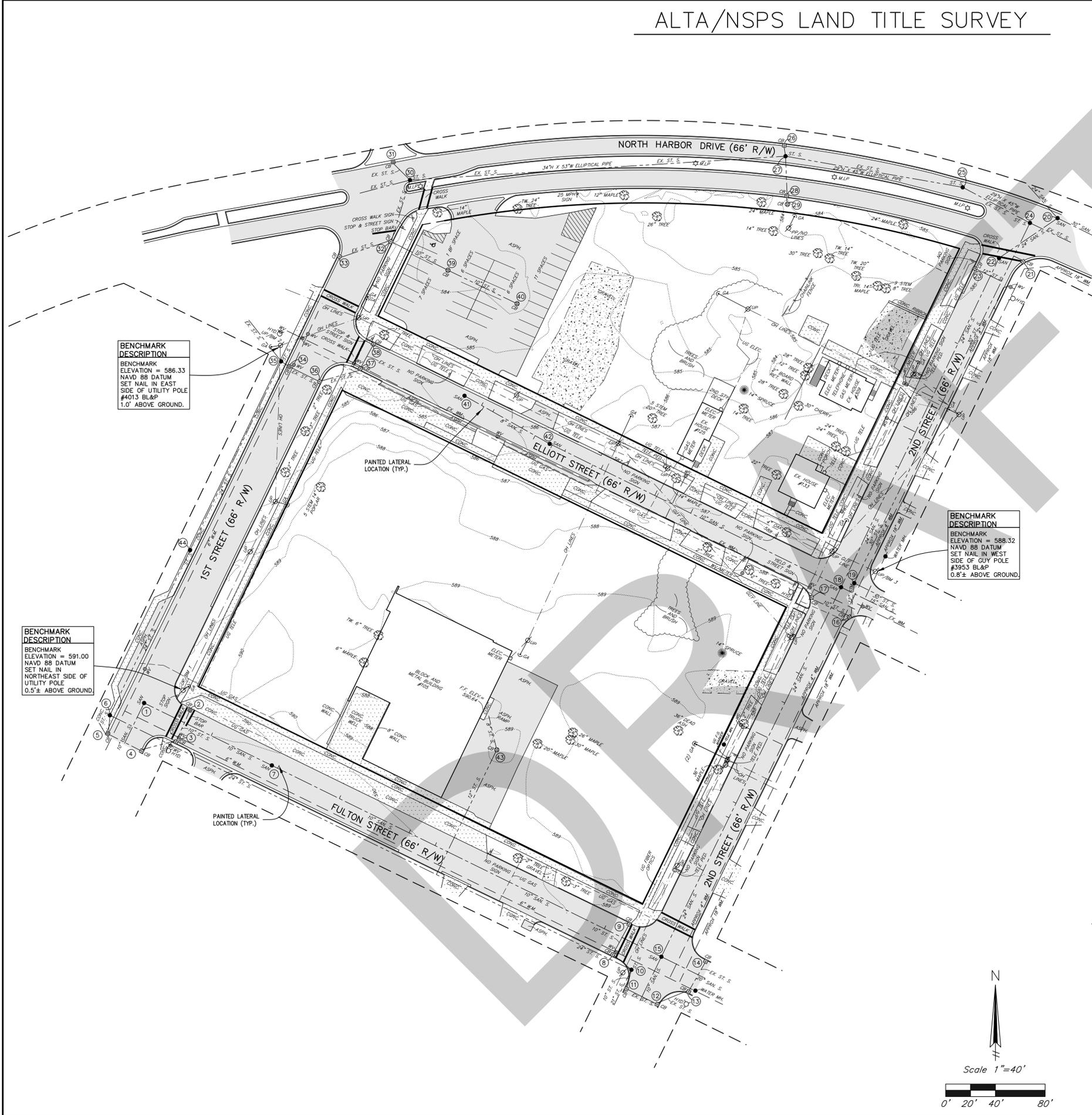
LOCATION MAP - NO SCALE



Scale 1"=40'



ALTA/NSPS LAND TITLE SURVEY



LEGEND

- UP ☒ UTILITY POLE
- ☆ LIGHT POLE
- ☉ HYDRANT
- ⊙ WATER VALVE
- MANHOLE (STORM/SAN SEWER)
- SANITARY SEWER
- WATERMAIN
- - - STORM SEWER
- - - GAS LINE
- - - UTILITY LINES - UG AND OVERHEAD
- 586 EXISTING CONTOUR
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING GRAVEL

NOTE:
UTILITY LINES SHOWN ON THIS PLAN ARE APPROXIMATE ONLY. CRITICAL LOCATIONS SHOULD BE VERIFIED BEFORE CONSTRUCTION. UTILITY LOCATIONS ARE FROM CITY OF GRAND HAVEN PLANS AND VISIBLE SURFACE OBJECTS.

EXISTING STRUCTURE SCHEDULE

INVERT ELEVATIONS WERE NOT ESTABLISHED ON THE FOLLOWING STRUCTURES: 4, 5, 11-14, 20, 25-27, 30 AND 31.
ONLY THOSE STRUCTURES WITH MEASURED INVERTS ARE LISTED IN THIS TABLE.
NOTE: STRUCTURES MARKED WITH A "*" IN THIS TABLE WERE FULL OF WATER. SURVEYOR UNABLE TO ACCURATELY IDENTIFY PIPE INVERT OR SIZE.

1 SANITARY MANHOLE 4" DIA. BRICK STRUCTURE RIM = 590.07 E. INV. (10" CLAY) = 582.03 S. INV. (10" CLAY) = 581.97 FLOWS SOUTH.	23 CATCH BASIN 2" DIA. PRECAST CONCRETE RIM = 584.84 E. INV. (12" CONC.) = 582.71
2 CATCH BASIN 2" DIA. PRECAST CONCRETE RIM = 589.32 S. INV. (10" CONC.) = 587.55	24 STORM MANHOLE 4" DIA. PRECAST CONCRETE RIM = 585.22 S. INV. (30" CONC.) = 580.35 W. INV. (30" CONC.) = 580.35 TOP/WATER (NO FLOW) = 585.22
3 CATCH BASIN 4" DIA. BLOCK STRUCTURE RIM = 589.44 N. INV. (10" CONC.) = 587.53 SW. INV. (10" CONC.) = 587.29 SE. INV. (6" PVC) = 587.19	25 CATCH BASIN* RIM = 584.35 TOP/WATER = 582.75
6 STORM MANHOLE 4" DIA. BLOCK STRUCTURE RIM = 589.44 N. INV. (10" CONC.) = 587.53 E. INV. (24" CONC.) = 582.93 N. INV. (24" CONC.) = 582.93 FLOWS NORTH.	26 CATCH BASIN IN GRASS* RIM = 583.39 (BEEHIVE GRATE) TOP/WATER = 582.70
7 SANITARY MANHOLE 4" DIA. BRICK STRUCTURE RIM = 590.40 E. INV. (10" CLAY) = 582.35 (THRU PIPE WITH TOP CUT OUT) N. INV. (6" C.I.) = 584.74 FLOWS WEST.	27 CATCH BASIN* RIM = 584.12 TOP/WATER = 582.57
8 CATCH BASIN 2" DIA. BLOCK STRUCTURE RIM = 588.35 N. INV. (10" CONC.) = 586.32 E. INV. (10" CONC.) = 586.12	28 STORM MANHOLE 4" DIA. PRECAST CONCRETE RIM = 584.72 E. INV. (NO SIZE) = 581.27± S. INV. (24") = 580.40± W. INV. (NO SIZE) = 579.30± TOP/WATER (NO FLOW) = 582.61 INVERTS WERE UNDER WATER. INVERT ELEVATIONS APPROXIMATE.
9 CATCH BASIN 2" DIA. PRECAST CONCRETE RIM = 586.05 S. INV. (10" CONC.) = 586.29	29 CATCH BASIN* RIM = 584.24 TOP/WATER = 582.69
10 STORM MANHOLE 4" DIA. PRECAST CONCRETE RIM = 588.51 W. INV. (10" CONC.) = 586.02 SE. INV. (12" CONC.) = 586.02 S. INV. (21" CONC.) = 585.35 W. INV. (24" CONC.) = 584.90 FLOWS WEST.	30 CATCH BASIN* RIM = 584.01 TOP/WATER = 582.62
15 SANITARY MANHOLE 4" DIA. BRICK STRUCTURE RIM = 588.83 N. INV. (24" CLAY) = 583.68 E. INV. (20" CLAY) = 583.28 S. INV. (10" CLAY) = 583.26 W. INV. (10" CLAY) = 583.11 FLOWS NORTH. NOTE: MH IS MOSTLY PLUGGED WITH SAND & WASTE PRODUCTS.	31 CATCH BASIN* RIM = 583.92 TOP/WATER = 583.02
16 CATCH BASIN 2" DIA. BLOCK STRUCTURE RIM = 587.13 W. INV. (10" CONC.) = 582.90 NW. INV. (12" CONC.) = 582.87	32 CATCH BASIN 2" DIA. BLOCK STRUCTURE RIM = 585.33 S. INV. (6" C.I.) = 582.03 E. INV. (8" C.I.) = 582.01 NO FLOW.
17 CATCH BASIN 2" DIA. BLOCK STRUCTURE RIM = 587.08 E. INV. (10" CONC.) = 583.83	33 SANITARY MANHOLE 2" DIA. BLOCK STRUCTURE RIM = 585.33 W. INV. (10" CLAY) = 581.98 W. INV. (10" CLAY) = 581.73 NO FLOW. NOTE: 10" W. INV. HAS 4" PVC ELBOW IN IT FROM A 4" PVC LINE FROM THE SOUTH.
18 SANITARY MANHOLE 4" DIA. BRICK STRUCTURE RIM = 587.71 W. INV. (10" CLAY) = 581.15 E. INV. (15" CLAY) = 581.11 N. INV. (24" CLAY) = 581.01 S. INV. (20" CLAY) = 580.99 FLOWS NORTH.	34 CATCH BASIN RIM = 588.77 NW. INV. (8" PVC) = 586.89 S. INV. (12" CMP) = 586.07
19 STORM MANHOLE 4" DIA. BLOCK STRUCTURE RIM = 587.55 SE. INV. (12" CONC.) = 582.90 N. INV. (30" CONC.) = 582.20 E. INV. (30" CONC.) = 582.05	35 STORM MANHOLE 4" DIA. BLOCK STRUCTURE RIM = 587.61 S. INV. (24" CONC.) = 580.82 N. INV. (24" CONC.) = 580.76
21 CATCH BASIN 2" DIA. PRECAST CONCRETE RIM = 584.60 W. INV. (12" CONC.) = 582.64	
22 SANITARY MANHOLE 4" DIA. PRECAST CONCRETE RIM = 585.18 S. INV. (24" CONC.) = 579.92 S. INV. (12" PVC) = 576.03 NE. INV. (24" CONC.) = 575.97 FLOWS EAST. NOTE: 24" S. INVERT IS DRY. 12" PVC S. INVERT MAY BE A DROP INVERT.	

BENCHMARK DESCRIPTION
BENCHMARK ELEVATION = 586.33
NAVD 88 DATUM
SET NAIL IN EAST SIDE OF UTILITY POLE #4019 BL&P 1.0' ABOVE GROUND.

BENCHMARK DESCRIPTION
BENCHMARK ELEVATION = 588.32
NAVD 88 DATUM
SET NAIL IN WEST SIDE OF GUY POLE #3953 BL&P 0.8'± ABOVE GROUND.

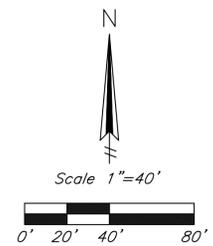
BENCHMARK DESCRIPTION
BENCHMARK ELEVATION = 591.00
NAVD 88 DATUM
SET NAIL IN NORTHEAST SIDE OF UTILITY POLE 0.5'± ABOVE GROUND.

SURVEYOR CERTIFICATION

To: River Caddis Development, Transnation Title Agency, its successors and assigns, and Michigan State Housing Development Authority;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes no items of Table A thereof. The field work was completed on June 27, 2019.

Brian A. Ford
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MILANOWSKI & ENGLERT ENGINEERING & SURVEYING
403 Oak Street - Spring Lake, Michigan 49456
Phone: 616-847-4070 Fax: 616-847-6626

ALTA/NSPS LAND TITLE SURVEY FOR:
RIVERCADDIS DEVELOPMENT
SECTION 20, TOWN 8 NORTH, RANGE 16 WEST,
CITY OF GRAND HAVEN, OTTAWA COUNTY, MICHIGAN

DATE	JULY 1, 2019	DRAWN BY	TV / DRB
SHEET	2 of 2	JOB NO.	15993

Exhibit B

Table 4 - Tax Increment Financing Estimates

Table 4a1 - Base Year/Initial Taxable Value (ITV) Information

JACKSON FLATS REDEVELOPMENT PROJECT

Grand Haven, Michigan

Table 4a1 - Base Year/ Initial Taxable Value (ITV) Information

Notes	Property Identification		Base Year/ Initial Taxable Value (ITV) of All Eligible Property in the Brownfield Plan by Property Classification						Notes
			Land	Land Improvements	Building	Real Property Subtotal	Personal Property	Total	
	Address	Tax Parcel Number							BASE YEAR = 2020
	105 Fulton Avenue	70-03-20-278-015	\$ 256,360	\$ -	\$ 91,244	\$ 347,604	\$ -	\$ 347,604	Actual Values for 2020 (as of 12/31/2019)
	132 Elliot Avenue	70-03-20-278-005	\$ 16,691	\$ -	\$ 0	\$ 16,691	\$ -	\$ 16,691	"
	125 Elliot Avenue	70-03-20-279-017	\$ 12,172	\$ 490	\$ 15,193	\$ 27,855	\$ -	\$ 27,855	"
	133 Elliot Avenue	70-03-20-279-020	\$ 19,186	\$ 718	\$ 21,673	\$ 41,577	\$ -	\$ 41,577	"
	215 N 2nd Street	70-03-20-278-006	\$ 11,779	\$ -	\$ -	\$ 11,779	\$ -	\$ 11,779	"
	309 N 2nd Street	70-03-20-279-019	\$ 18,038	\$ 235	\$ 30,519	\$ 48,792	\$ -	\$ 48,792	"
	311 N 2nd Street	70-03-20-279-008	\$ 28,202	\$ -	\$ -	\$ 28,202	\$ -	\$ 28,202	"
	317 N 2nd Street	70-03-20-279-025	\$ 32,883	\$ -	\$ -	\$ 32,883	\$ -	\$ 32,883	"
	No Address: N Harbor Drive	70-03-20-279-023	\$ 66,587	\$ 1,227	\$ (0)	\$ 67,814	\$ -	\$ 67,814	"
	No Address: N Second Street	70-03-20-279-024	\$ 108	\$ -	\$ 0	\$ 108	\$ -	\$ 108	"
	Totals		\$ 462,006	\$ 2,670	\$ 158,629	\$ 623,305	\$ -	\$ 623,305	-

**Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on
the Base Year Taxable Value/ Initial Taxable Value (ITV)**

JACKSON FLATS REDEVELOPMENT PROJECT

Grand Haven, Michigan

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/ Initial Taxable Value (ITV)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS	Millage Rate Paid on Real Property	Base Year	2020
			BP Year Number	0
-	CITY OF GRAND HAVEN	-	-	-
-	GHC Operating	9.9814		\$ 6,221
-	GHC Transp	0.6000		\$ 374
-	GHC Museum	0.2435		\$ 152
-	GHC Aging Coun	0.2396		\$ 149
-	GHC Comm Center	0.7533		\$ 470
-	GHC MSDDA	1.7331		\$ 1,080
-	GHC Brownfield Debt	0.7500		\$ 467
-	GHC Infrastructure Debt 08	1.0000		\$ 623
-	GHC Infrastructure Debt 15	0.9000		\$ 561
-	<i>Subtotal of Local Government Unit (LGU): Annual</i>	<i>16.2009</i>		<i>\$ 10,098</i>
-	OTTAWA COUNTY	-	-	-
-	County Operating	3.9000		\$ 2,431
-	County CMH	0.2923		\$ 182
-	County Roads	0.4873		\$ 304
-	County E-911	0.4288		\$ 267
-	County Parks	0.3233		\$ 202
-	LIBRARY	-	-	-
-	LOUTIT Library - Operating	0.9654		\$ 602
-	LOUTIT Library - Debt	0.1150		\$ 72
-	INTERMEDIATE SCHOOL DISTRICTS (ISD) / EDUCATIONAL SERVICE AGENCY (ESA)	-	-	-
-	Ottawa ISD	6.2906		\$ 3,921
-	LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-
-	Grand Haven School District - Debt	4.2000		\$ 2,618
-	<i>Subtotal of Non-Local Government Unit (LGU) Local: Annual</i>	<i>17.0027</i>		<i>\$ 10,598</i>
-	Total Local: Annual	33.2036		\$ 20,696
-	STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-
-	State Education Tax - SET	6.0000		\$ 3,740
-	Grand Haven Local School Operating - LSO	18.0000		\$ 11,219
-	Total State & Local School: Annual	24.0000		\$ 14,959
-	TOTAL LOCAL AND STATE & LOCAL SCHOOL: ANNUAL	57.2036		\$ 35,655

Table 4b - Estimated Future Taxable Value (FTV) Information

JACKSON FLATS REDEVELOPMENT PROJECT

Grand Haven, Michigan

Table 4b - Estimated Future Taxable Value (FTV) Information

BASE
YEAR OF
BP

FIRST YEAR
OF TAX
CAPTURE

	Tax Year	Calendar/Tax Year																
		2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031					
		FYE	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032				
	BP Year Number	0	0	1	2	3	4	5	6	7	8	9	10					
Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s) & Land Improvements (excludes any Personal Property)		0.00%	0.00%	0.00%	0.00%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%					
Estimated Percentage (%) Change In Future Taxable Values (TV) of Land shown below		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%						
	Tax Year	2021	2022	2023														
	% Completed by	12/31/20	12/31/21	12/31/22														
Estimated Future Taxable Value (FTV) and True Cash Value (TCV) of Building(s) & Land Improvements Upon Completion	FTV	TCV	Notes	% Completed by 12/31/20	% Completed by 12/31/21	% Completed by 12/31/22	-	-	-	-	-	-	-	-	-			
<i>Market Rate-Multi-family Apartments</i>	\$ 5,780,591	\$ 11,561,183	- -	0%	50%	100%	-	-	2,890,296	5,780,591	5,906,319	6,034,782	6,166,038	6,300,150	6,437,178	6,577,186	6,720,240	6,866,405
Subtotal	\$ 5,780,591	\$ 11,561,183	- -	-	-	-	-	-	2,890,296	5,780,591	5,906,319	6,034,782	6,166,038	6,300,150	6,437,178	6,577,186	6,720,240	6,866,405
Estimated Future Taxable Value (FTV) of Land	FTV	Notes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Address	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
105 Fulton Avenue	\$ 256,360	The estimated FTV of the Land is frozen at the Base Year Taxable Value to provide a conservative estimate of FTV.	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360
132 Elliot Avenue	\$ 16,691		16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691
125 Elliot Avenue	\$ 12,172		12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172
133 Elliot Avenue	\$ 19,186		19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186
215 N 2nd Street	\$ 11,779		11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779
309 N 2nd Street	\$ 18,038		18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038
311 N 2nd Street	\$ 28,202		28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202
317 N 2nd Street	\$ 32,883		32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883
No Address: N Harbor Drive	\$ 66,587		66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587
No Address: N Second Street	\$ 108		108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108
Subtotal Future Taxable Value (FTV) of Land	\$ 462,006		462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006
Total Future Taxable Value (FTV) of Building(s) and Land Improvements, Land & Any Pre-Existing Personal Property		462,006	462,006	3,352,302	6,242,597	6,368,325	6,496,788	6,628,044	6,762,156	6,899,184	7,039,192	7,182,246	7,328,411					
Base Year/ Initial Taxable Value (ITV) of Building(s) and Land Improvements, Land & Personal Property (if any)		-	-	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305					
Total Captured Taxable Value (= to Total FTV minus Base Year/ ITV)		\$ -	\$ -	\$2,728,997	\$5,619,292	\$5,745,020	\$5,873,483	\$6,004,739	\$6,138,851	\$6,275,879	\$6,415,887	\$6,558,941	\$6,705,106					

Notes:

All Future Taxable Values (FTV)/Future Assessed Values (FAV) are estimates only; the actual FTV/FAV may be higher or lower than estimated, and must be determined upon project completion by the governing body's Assessing personnel. FTV/FAV per square foot and/or per room/unit for both new construction and renovations may vary widely depending on the quality, quantity, type of improvements, and the property's location. Additionally, for any renovations (if applicable), the FTV/FAV depends on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by Assessing personnel. Until improvements are completed and assessed, it is only possible to estimate the FTV/FAV based on various assumptions.

The Brownfield Plan will also capture all Personal Property taxes allowed for tax capture. The estimates of the Future Assessed Value (FAV) of Personal Property, if any are provided, and any associated Tax Increment Revenues, are estimates only, and the actual values of Personal Property and any associated property taxes generated are difficult to estimate due to the following: (a) uncertainty regarding the amount, value and type of Personal Property to be included in the project; (b) different depreciation rates applying to the various categories of Personal Property, such as Furniture and Fixtures, Office and Electronic Equipment, Machinery and Equipment, and Computer Equipment; and (c) Personal Property being exempt from taxes if its True Cash Value (after depreciation) is less than \$80,000 and the proper forms are submitted to the local unit of government (pursuant to Michigan Public Act 153 of 2013, as amended). The estimated Assessed/Taxable Value of any existing Personal Property is included in the Plan's Base Year/Initial Taxable Value.

2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%	2.175%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7,015,750	7,168,342	7,324,254	7,483,556	7,646,324	7,812,631	7,982,556	8,156,176	8,333,573	8,514,829	8,700,026	8,889,252	9,082,593	9,280,139	9,481,982	9,688,215	9,898,934	10,114,236	10,334,221	10,558,990	10,788,648	11,023,301
7,015,750	7,168,342	7,324,254	7,483,556	7,646,324	7,812,631	7,982,556	8,156,176	8,333,573	8,514,829	8,700,026	8,889,252	9,082,593	9,280,139	9,481,982	9,688,215	9,898,934	10,114,236	10,334,221	10,558,990	10,788,648	11,023,301
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360	256,360
16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691	16,691
12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172	12,172
19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186	19,186
11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779	11,779
18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038	18,038
28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202	28,202
32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883	32,883
66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587	66,587
108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108	108
462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006	462,006
7,477,756	7,630,348	7,786,260	7,945,562	8,108,330	8,274,637	8,444,562	8,618,182	8,795,579	8,976,835	9,162,032	9,351,258	9,544,599	9,742,145	9,943,988	10,150,221	10,360,940	10,576,242	10,796,227	11,020,996	11,250,654	11,485,307
623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305	623,305
\$6,854,451	\$7,007,043	\$7,162,955	\$7,322,257	\$7,485,025	\$7,651,332	\$7,821,257	\$7,994,877	\$8,172,274	\$8,353,530	\$8,538,727	\$8,727,953	\$8,921,294	\$9,118,840	\$9,320,683	\$9,526,916	\$9,737,635	\$9,952,937	\$10,172,922	\$10,397,691	\$10,627,349	\$10,862,002

Table 4c - Impact of Tax Capture on Taxing Jurisdictions

JACKSON FLATS REDEVELOPMENT PROJECT
Grand Haven, Michigan
Table 4c - Impact of Tax Capture on Taxing Jurisdictions

AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS Also noted, if known, is the duration/expiration date of each millage levy. ¹	Real Property: Apartments - Non-Homestead/ Non-Principle Residence Exemption (Non-PRE)							Calendar/ Tax Year	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036						
	Buildings, Improvements to Land & Land																														
	Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Allowed for Capture	Net Millage Rate Captured by GHBRA after Retained Obligation to MSDDA ²	% of Local/ Regional Millages Captured	% of All Millages Captured	% of Millage Rate Allowed for Capture by GHBRA ²																			BP Year Number	0	1	2	3	4
BP Years All Years							BP Years: All Years																								
CITY OF GRAND HAVEN	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- GHC Operating	9.9814	0.0000	9.9814	7.4861	35.23%	16.54%	75%	-	-	20,429	42,066	43,008	43,969	44,952	45,956	46,982	48,030	49,101	50,195	51,313	52,455	53,622	54,815	56,033							
- GHC Transp	0.6000	0.0000	0.6000	0.4500	2.12%	0.99%	75%	-	-	1,228	2,529	2,585	2,643	2,702	2,762	2,824	2,887	2,952	3,017	3,085	3,153	3,223	3,295	3,368							
- GHC Museum	0.2435	0.0000	0.2435	0.1826	0.86%	0.40%	75%	-	-	498	1,026	1,049	1,073	1,097	1,121	1,146	1,172	1,198	1,225	1,252	1,280	1,308	1,337	1,367							
- GHC Aging Coun	0.2396	0.0000	0.2396	0.1797	0.85%	0.40%	75%	-	-	490	1,010	1,032	1,055	1,079	1,103	1,128	1,153	1,179	1,205	1,232	1,259	1,287	1,316	1,345							
- GHC Comm Center	0.7533	0.0000	0.7533	0.5650	2.66%	1.25%	75%	-	-	1,542	3,175	3,246	3,318	3,393	3,468	3,546	3,625	3,706	3,788	3,873	3,959	4,047	4,137	4,229							
- GHC MSDDA	1.7331	0.0000	1.7331	1.2998	6.12%	2.87%	75%	-	-	3,547	7,304	7,468	7,634	7,805	7,979	8,158	8,340	8,525	8,715	8,910	9,108	9,311	9,518	9,729							
- GHC Brownfield Debt	0.7500	0.7500	0.0000	0.0000	0.00%	0.00%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- GHC Infrastructure Debt 08	1.0000	1.0000	0.0000	0.0000	0.00%	0.00%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- GHC Infrastructure Debt 15	0.9000	0.9000	0.0000	0.0000	0.00%	0.00%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- Subtotal of Local Government Unit (LGU): Annual	16.2009	2.6500	13.5509	10.1632	47.82%	22.46%	-	-	-	27,735	57,110	58,388	59,693	61,027	62,390	63,783	65,206	66,660	68,145	69,663	71,214	72,798	74,417	76,072							
- Local Government Unit (LGU): Cumulative								-	-	27,735	84,845	143,233	202,926	263,953	326,343	390,126	455,332	521,992	590,137	659,800	731,014	803,812	878,229	954,301							
OTTAWA COUNTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- County Operating	3.9000	0.0000	3.9000	2.9250	13.76%	6.46%	75%	-	-	7,982	16,436	16,804	17,180	17,564	17,956	18,357	18,766	19,185	19,612	20,049	20,496	20,952	21,418	21,894							
- County CMH	0.2923	0.0000	0.2923	0.2192	1.03%	0.48%	75%	-	-	598	1,232	1,259	1,288	1,316	1,346	1,376	1,407	1,438	1,470	1,503	1,536	1,570	1,605	1,641							
- County Roads	0.4873	0.0000	0.4873	0.3655	1.72%	0.81%	75%	-	-	997	2,054	2,100	2,147	2,195	2,244	2,294	2,345	2,397	2,451	2,505	2,561	2,618	2,676	2,736							
- County E-911	0.4288	0.0000	0.4288	0.3216	1.51%	0.71%	75%	-	-	878	1,807	1,848	1,889	1,931	1,974	2,018	2,063	2,109	2,156	2,204	2,253	2,304	2,355	2,407							
- County Parks	0.3233	0.0000	0.3233	0.2425	1.14%	0.54%	75%	-	-	662	1,363	1,393	1,424	1,456	1,489	1,522	1,556	1,590	1,626	1,662	1,699	1,737	1,775	1,815							
- LIBRARY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- LOUITT Library - Operating	0.9654	0.0000	0.9654	0.7241	3.41%	1.60%	75%	-	-	1,976	4,069	4,160	4,253	4,348	4,445	4,544	4,645	4,749	4,855	4,963	5,073	5,186	5,302	5,420							
- LOUITT Library - Debt	0.1150	0.1150	0.0000	0.0000	0.00%	0.00%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
INTERMEDIATE SCHOOL DISTRICTS (ISD) / EDUCATIONAL SERVICE AGENCY (ESA)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- Ottawa ISD	6.2906	0.0000	6.2906	6.2906	29.60%	13.90%	100%	-	-	17,167	35,349	36,140	36,948	37,773	38,617	39,479	40,360	41,260	42,179	43,119	44,079	45,059	46,061	47,085							
- LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- Grand Haven School District - Debt	4.2000	4.2000	0.0000	0.0000	0.00%	0.00%	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- Subtotal of Non-LGU Local: Annual	17.0027	4.3150	12.6877	11.0884	52.18%	24.50%	-	-	-	30,260	62,309	63,703	65,128	66,583	68,070	69,590	71,142	72,728	74,349	76,005	77,697	79,426	81,192	82,997							
- Non-LGU Local: Cumulative								-	-	30,260	92,569	156,273	221,400	287,983	356,054	425,643	496,785	569,514	643,863	719,868	797,565	876,991	958,183	1,041,180							
Total Local Tax Capture: Annual	33.2036	6.9650	26.2386	21.2516	100%	46.96%	-	-	-	57,996	119,419	122,091	124,821	127,610	130,460	133,372	136,348	139,388	142,494	145,668	148,911	152,224	155,610	159,069							
Total Local Tax Capture: Cumulative								-	-	57,996	177,415	299,505	424,326	551,937	682,397	815,769	952,117	1,091,505	1,234,000	1,379,668	1,528,578	1,680,803	1,836,412	1,995,481							
STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
- State Education Tax - SET	6.0000	0.0000	6.0000	6.0000	25.00%	13.26%	100%	-	-	16,374	33,716	34,470	35,241	36,028	36,833	37,655	38,495	39,354	40,231	41,127	42,042	42,978	43,934	44,910							
- Grand Haven Local School Operating - LSO	18.0000	0.0000	18.0000	18.0000	75.00%	39.78%	100%	-	-	49,122	101,147	103,410	105,723	108,085	110,499	112,966	115,486	118,061	120,692	123,380	126,127	128,933	131,801	134,730							
- Total State & Local School: Annual	24.0000	0.0000	24.0000	24.0000	100%	53.04%	-	-	-	65,496	134,863	137,880	140,964	144,114	147,332	150,621	153,981	157,415	160,923	164,507	168,169	171,911	175,734	179,641							
- Total State & Local School: Cumulative								-	-	65,496	200,359	338,239	479,203	623,317	770,649	921,270	1,075,252	1,232,666	1,393,589	1,558,096	1,726,265	1,898,175	2,073,910	2,253,550							
TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: ANNUAL	57.2036	6.9650	50.2386	45.2516	-	100%	-	\$ -	\$ -	\$ 123,491	\$ 254,282	\$ 259,971	\$ 265,784	\$ 271,724	\$ 277,793	\$ 283,994	\$ 290,329	\$ 296,803	\$ 303,417	\$ 310,175	\$ 317,080	\$ 324,135	\$ 331,344	\$ 338,709							
TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: CUMULATIVE								\$ -	\$ -	\$ 123,491	\$ 377,773	\$ 637,745	\$ 903,529	\$ 1,175,253	\$ 1,453,046	\$ 1,737,040	\$ 2,027,369	\$ 2,324,171	\$ 2,627,588	\$ 2,937,763	\$ 3,254,843	\$ 3,578,978	\$ 3,910,322	\$ 4,249,031							
Percentage of Local Millages/ Taxes Available & Captured	58.04%	-	52.23%	46.96%	-	-	-			46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%							
Percentage of State & Local School Millages/ Taxes Available & Captured	41.96%	-	47.77%	53.04%	-	-	-			53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%							

Notes:
The most current available millage rates are utilized (Summer & Winter - 2020) and are assumed to be in effect for the duration of the Plan.
¹ Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.
² Assumes that for the duration of the Brownfield Plan tax capture period, the MSDDA will continue to capture millages allowed for tax capture under the "Recodified Tax Increment Act, Act 57, 2018" (previously known as the "DDA Act," Public Act 197 of 1975, as amended).

2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	Total Tax Capture During Brownfield Plan Tax Capture Period
16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57,278	58,550	59,850	61,178	62,535	63,921	65,338	66,785	68,264	69,775	71,319	72,896	74,508	76,155	77,838	79,557	81,313	1,869,986
3,443	3,520	3,598	3,678	3,759	3,842	3,928	4,015	4,103	4,194	4,287	4,382	4,479	4,578	4,679	4,782	4,888	112,408
1,397	1,428	1,460	1,492	1,526	1,559	1,594	1,629	1,665	1,702	1,740	1,778	1,818	1,858	1,899	1,941	1,984	45,619
1,375	1,405	1,437	1,469	1,501	1,534	1,568	1,603	1,639	1,675	1,712	1,750	1,789	1,828	1,868	1,910	1,952	44,888
4,323	4,419	4,517	4,617	4,720	4,824	4,931	5,040	5,152	5,266	5,382	5,502	5,623	5,747	5,874	6,004	6,137	141,129
9,945	10,166	10,392	10,623	10,858	11,099	11,345	11,596	11,853	12,115	12,383	12,657	12,937	13,223	13,515	13,814	14,119	324,691
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
77,762	79,489	81,253	83,056	84,898	86,781	88,704	90,669	92,676	94,728	96,824	98,965	101,153	103,389	105,674	108,008	110,392	2,538,722
1,032,063	1,111,552	1,192,805	1,275,861	1,360,760	1,447,540	1,536,244	1,626,913	1,719,589	1,814,317	1,911,140	2,010,106	2,111,259	2,214,648	2,320,322	2,428,330	2,538,722	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22,380	22,877	23,385	23,904	24,434	24,976	25,529	26,095	26,673	27,263	27,866	28,483	29,112	29,756	30,413	31,085	31,771	730,654
1,677	1,715	1,753	1,792	1,831	1,872	1,913	1,956	1,999	2,043	2,089	2,135	2,182	2,230	2,279	2,330	2,381	54,762
2,796	2,858	2,922	2,987	3,053	3,121	3,190	3,261	3,333	3,406	3,482	3,559	3,638	3,718	3,800	3,884	3,970	91,294
2,461	2,515	2,571	2,628	2,686	2,746	2,807	2,869	2,933	2,998	3,064	3,132	3,201	3,272	3,344	3,418	3,493	80,334
1,855	1,896	1,939	1,982	2,026	2,070	2,116	2,163	2,211	2,260	2,310	2,361	2,413	2,467	2,521	2,577	2,634	60,569
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5,540	5,663	5,789	5,917	6,048	6,182	6,319	6,459	6,602	6,749	6,898	7,051	7,206	7,366	7,528	7,695	7,865	180,865
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
48,131	49,200	50,293	51,409	52,549	53,714	54,904	56,120	57,363	58,633	59,930	61,256	62,610	63,994	65,408	66,852	68,329	1,571,368
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
84,841	86,725	88,651	90,618	92,627	94,681	96,779	98,923	101,114	103,352	105,638	107,975	110,362	112,802	115,294	117,841	120,442	2,769,846
1,126,021	1,212,747	1,301,397	1,392,015	1,484,642	1,579,324	1,676,103	1,775,026	1,876,139	1,979,491	2,085,130	2,193,105	2,303,467	2,416,269	2,531,563	2,649,403	2,769,846	-
162,603	166,214	169,904	173,674	177,526	181,462	185,483	189,592	193,790	198,079	202,462	206,940	211,516	216,191	220,968	225,848	230,835	5,308,568
2,158,084	2,324,298	2,494,202	2,667,876	2,845,402	3,026,864	3,212,347	3,401,938	3,595,728	3,793,808	3,996,270	4,203,210	4,414,726	4,630,917	4,851,885	5,077,733	5,308,568	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
45,908	46,928	47,969	49,034	50,121	51,232	52,368	53,528	54,713	55,924	57,161	58,426	59,718	61,038	62,386	63,764	65,172	1,498,777
137,724	140,783	143,908	147,101	150,364	153,697	157,103	160,583	164,139	167,772	171,484	175,277	179,153	183,113	187,158	191,292	195,516	4,496,331
183,632	187,710	191,877	196,135	200,485	204,929	209,471	214,111	218,852	223,696	228,646	233,703	238,870	244,150	249,545	255,056	260,688	5,995,107
2,437,182	2,624,892	2,816,769	3,012,904	3,213,389	3,418,318	3,627,789	3,841,900	4,060,752	4,284,449	4,513,095	4,746,798	4,985,668	5,229,818	5,479,363	5,734,419	5,995,107	-
\$ 346,235	\$ 353,924	\$ 361,781	\$ 369,808	\$ 378,011	\$ 386,391	\$ 394,954	\$ 403,703	\$ 412,642	\$ 421,776	\$ 431,108	\$ 440,644	\$ 450,386	\$ 460,341	\$ 470,512	\$ 480,905	\$ 491,523	\$11,303,675
\$ 4,595,266	\$ 4,949,191	\$ 5,310,972	\$ 5,680,780	\$ 6,058,791	\$ 6,445,182	\$ 6,840,136	\$ 7,243,839	\$ 7,656,481	\$ 8,078,257	\$ 8,509,365	\$ 8,950,008	\$ 9,400,395	\$ 9,860,736	\$ 10,331,248	\$ 10,812,152	\$ 11,303,675	-
46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%	46.96%
53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%	53.04%

Table 4d - Reimbursement of Eligible Activities & Disbursements

JACKSON FLATS REDEVELOPMENT PROJECT
Grand Haven, Michigan
Table 4d - Reimbursement of Eligible Activities & Disbursements¹

DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT AUTHORITY & MBRF	Totals	Calendar/ Tax Year																								
		BP Year Number																								
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040					
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19					
State of Michigan Brownfield Redevelopment Fund (MBRF): Funded from the capture of the State Education Tax (SET) millages (if applicable) - Estimated State Education Tax (SET) Captured	50.00%	Note: No allocation to MBRF in BP Year(s) 24-32 because no SET Tax Capture is allowed because the State School Tax Capture percentage exceeds Local/ State School proportionality.	\$ 480,238	\$ -	\$ 8,187	\$ 16,858	\$ 17,235	\$ 17,620	\$ 18,014	\$ 18,417	\$ 18,828	\$ 19,248	\$ 19,677	\$ 20,115	\$ 20,563	\$ 21,021	\$ 21,489	\$ 21,967	\$ 22,455	\$ 22,954	\$ 23,464	\$ 23,985	\$ 24,517			
Local Brownfield Redevelopment Authority (LBRA): Reimbursement of Administration Expenses	\$0 of Local Tax Capture		\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Local Brownfield Redevelopment Authority (LBRA): Brownfield Plan & Work Plan Implementation (including Tracking, Recording and Compliance)	Local Tax Capture Amount \$0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0			
	State School Tax Capture Amount \$0		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0			
Local Brownfield Revolving Fund (LBRF): Local Tax Capture	100% of Available Local Tax Capture after all Eligible Activities to Developer are Reimbursed & after 25% Retained Obligation for Grand Haven Main Street Downtown Development Authority (MSDDA).		\$ 1,238,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Local Tax Increment: Annual Remaining Revenue Available for Reimbursement			\$ 0	\$ 57,996	\$ 119,419	\$ 122,091	\$ 124,821	\$ 127,610	\$ 130,460	\$ 133,372	\$ 136,348	\$ 139,388	\$ 142,494	\$ 145,668	\$ 148,911	\$ 152,224	\$ 155,610	\$ 159,069	\$ 162,603	\$ 166,214	\$ 169,904	\$ 173,674				
Local Tax Increment: Cumulative Remaining Revenue Available for Reimbursement			\$ 0	\$ 57,996	\$ 177,415	\$ 299,505	\$ 424,326	\$ 551,937	\$ 682,397	\$ 815,769	\$ 952,117	\$ 1,091,505	\$ 1,234,000	\$ 1,379,668	\$ 1,528,578	\$ 1,680,803	\$ 1,836,412	\$ 1,995,481	\$ 2,158,084	\$ 2,324,298	\$ 2,494,202	\$ 2,667,876				
State Education Tax (SET) Increment: Annual Remaining Revenue Available for Reimbursement			\$ 0	\$ 8,187	\$ 16,858	\$ 17,235	\$ 17,620	\$ 18,014	\$ 18,417	\$ 18,828	\$ 19,248	\$ 19,677	\$ 20,115	\$ 20,563	\$ 21,021	\$ 21,489	\$ 21,967	\$ 22,455	\$ 22,954	\$ 23,464	\$ 23,985	\$ 24,517				
State Local School Operating (LSO) Increment: Annual Remaining Revenue Available for Reimbursement			\$ 0	\$ 49,122	\$ 101,147	\$ 103,410	\$ 105,723	\$ 108,085	\$ 110,499	\$ 112,966	\$ 115,486	\$ 118,061	\$ 120,692	\$ 123,380	\$ 126,127	\$ 128,933	\$ 131,801	\$ 134,730	\$ 137,724	\$ 140,783	\$ 143,908	\$ 147,101				
Total State & Local School Tax Increment: Annual Remaining Revenue Available for Reimbursement			\$ 0	\$ 57,309	\$ 118,005	\$ 120,645	\$ 123,343	\$ 126,100	\$ 128,916	\$ 131,793	\$ 134,734	\$ 137,738	\$ 140,807	\$ 143,943	\$ 147,148	\$ 150,422	\$ 153,767	\$ 157,186	\$ 160,678	\$ 164,246	\$ 167,892	\$ 171,618				
Total State & Local School Tax Increment: Cumulative Remaining Revenue Available for Reimbursement			\$ 0	\$ 57,309	\$ 175,314	\$ 295,959	\$ 419,303	\$ 545,402	\$ 674,318	\$ 806,111	\$ 940,845	\$ 1,078,583	\$ 1,219,390	\$ 1,363,334	\$ 1,510,481	\$ 1,660,904	\$ 1,814,671	\$ 1,971,856	\$ 2,132,534	\$ 2,296,781	\$ 2,464,673	\$ 2,636,291				
Total of Local Tax Increment and State & Local School Tax Increment: Annual Remaining Revenue Available to Reimburse Developer			\$ 0	\$ 115,304	\$ 237,424	\$ 242,736	\$ 248,164	\$ 253,710	\$ 259,376	\$ 265,166	\$ 271,082	\$ 277,126	\$ 283,301	\$ 289,612	\$ 296,059	\$ 302,646	\$ 309,377	\$ 316,254	\$ 323,281	\$ 330,461	\$ 337,796	\$ 345,292				
Total of Local Tax Increment and State & Local School Tax Increment: Cumulative Remaining Revenue Available for Reimbursement			\$ 0	\$ 115,304	\$ 352,729	\$ 595,465	\$ 843,629	\$ 1,097,339	\$ 1,356,715	\$ 1,621,881	\$ 1,892,962	\$ 2,170,088	\$ 2,453,390	\$ 2,743,001	\$ 3,039,060	\$ 3,341,706	\$ 3,651,083	\$ 3,967,338	\$ 4,290,619	\$ 4,621,079	\$ 4,958,876	\$ 5,304,167				
		Years that Expenses Identified in the Eligible Activities Table Will Be Recognized																								
		2019	2020	2021	Totals	Year of Tax Capture ²	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
REIMBURSEMENT OF ELIGIBLE ACTIVITIES																										
Environmental Activities: Michigan Dept. of Environment, Great Lakes, and Energy (EGLE)																										
Local Tax Increment Reimbursement		\$ 56,708	\$ 35,044	\$ 1,430,039	\$ 1,521,791		\$ 0	\$ 57,996	\$ 119,419	\$ 122,091	\$ 124,821	\$ 127,610	\$ 130,460	\$ 133,372	\$ 136,348	\$ 139,388	\$ 142,494	\$ 145,668	\$ 148,911	\$ 152,224	\$ 155,610	\$ 159,069	\$ 162,603	\$ 166,214	\$ 169,904	\$ 173,674
State & Local School Tax Increment Reimbursement (LSO & SET)		\$ 64,042	\$ 7,956	\$ 1,614,981	\$ 1,686,978		\$ 0	\$ 57,309	\$ 118,005	\$ 120,645	\$ 123,343	\$ 126,100	\$ 128,916	\$ 131,793	\$ 134,734	\$ 137,738	\$ 140,807	\$ 143,943	\$ 147,148	\$ 150,422	\$ 153,767	\$ 157,186	\$ 160,678	\$ 164,246	\$ 167,892	\$ 171,618
TOTAL EGLE REIMBURSEMENT (Eligible Costs)		\$ 120,750	\$ 43,000	\$ 3,045,019	\$ 3,208,769		\$ 0	\$ 115,304	\$ 237,424	\$ 242,736	\$ 248,164	\$ 253,710	\$ 259,376	\$ 265,166	\$ 271,082	\$ 277,126	\$ 283,301	\$ 289,612	\$ 296,059	\$ 302,646	\$ 309,377	\$ 316,254	\$ 323,281	\$ 330,461	\$ 337,796	\$ 345,292
Cumulative Reimbursement: EGLE		\$ 0	\$ 115,304	\$ 352,729	\$ 595,465	\$ 843,629	\$ 1,097,339	\$ 1,356,715	\$ 1,621,881	\$ 1,892,962	\$ 2,170,088	\$ 2,453,390	\$ 2,743,001	\$ 3,032,273	\$ 3,318,695	\$ 3,608,769	\$ 3,902,769	\$ 4,200,769	\$ 4,502,769	\$ 4,808,769	\$ 5,118,769	\$ 5,432,769	\$ 5,750,769	\$ 6,072,769	\$ 6,400,769	\$ 6,734,769
Remaining Environmental Activities to be Reimbursed: with Local Taxes							\$ 1,521,791	\$ 1,463,796	\$ 1,344,377	\$ 1,222,286	\$ 1,097,465	\$ 969,855	\$ 839,394	\$ 706,022	\$ 569,674	\$ 430,286	\$ 287,792	\$ 142,124	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Remaining Environmental Activities to be Reimbursed: with Non-Local Taxes, e.g., LSO & SET							\$ 1,686,978	\$ 1,629,669	\$ 1,511,664	\$ 1,391,019	\$ 1,267,676	\$ 1,141,576	\$ 1,012,660	\$ 880,867	\$ 746,133	\$ 608,395	\$ 467,588	\$ 323,645	\$ 176,497	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Non-Environmental Activities: Michigan Strategic Fund (MSF)																										
Local Tax Increment Reimbursement		\$ -	\$ 496,309	\$ 2,052,044	\$ 2,548,353		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,787	\$ 152,224	\$ 155,610	\$ 159,069	\$ 162,603	\$ 166,214	\$ 169,904	\$ 173,674
State & Local School Tax Increment Reimbursement (LSO & SET)		\$ -	\$ 528,874	\$ 1,072,014	\$ 1,600,888		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 127,693	\$ 157,186	\$ 160,678	\$ 164,246	\$ 167,892	\$ 171,618
TOTAL MSF REIMBURSEMENT (Eligible Costs)		\$ 0	\$ 1,025,183	\$ 3,124,058	\$ 4,149,241		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,787	\$ 152,224	\$ 283,302	\$ 316,254	\$ 323,281	\$ 330,461	\$ 337,796	\$ 345,292
Cumulative Reimbursement: MSF		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,787	\$ 159,012	\$ 442,314	\$ 758,568	\$ 1,081,849	\$ 1,412,310	\$ 1,750,106	\$ 2,095,398
Remaining Non-Environmental Activities to be Reimbursed: with Local Taxes							\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,548,353	\$ 2,541,566	\$ 2,389,341	\$ 2,233,732	\$ 2,074,663	\$ 1,912,060	\$ 1,745,846	\$ 1,575,942	\$ 1,402,268
Remaining Non-Environmental Activities to be Reimbursed: with Non-Local Taxes, e.g., LSO & SET							\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,600,888	\$ 1,473,196	\$ 1,316,010	\$ 1,155,332	\$ 991,086	\$ 823,194	\$ 651,576
TOTAL ANNUAL REIMBURSEMENT: EGLE & MSF		\$ 120,750	\$ 1,068,183	\$ 6,169,077	\$ 7,358,011		\$ 0	\$ 115,304	\$ 237,424	\$ 242,736	\$ 248,164	\$ 253,710	\$ 259,376	\$ 265,166	\$ 271,082	\$ 277,126	\$ 283,301	\$ 289,612	\$ 296,059	\$ 302,646	\$ 309,377	\$ 316,254	\$ 323,281	\$ 330,461	\$ 337,796	\$ 345,292
TOTAL CUMULATIVE REIMBURSEMENT: EGLE & MSF		\$ 0	\$ 115,304	\$ 352,729	\$ 595,465	\$ 843,629	\$ 1,097,339	\$ 1,356,715	\$ 1,621,881	\$ 1,892,962	\$ 2,170,088	\$ 2,453,390	\$ 2,743,001	\$ 3,039,060	\$ 3,341,706	\$ 3,651,083	\$ 3,967,338	\$ 4,290,619	\$ 4,621,079	\$ 4,958,876	\$ 5,304,167					
Remaining Unreimbursed Balance							\$ 7,358,011	\$ 7,242,706	\$ 7,005,282	\$ 6,762,546	\$ 6,514,382	\$ 6,260,672	\$ 6,001,296	\$ 5,736,130	\$ 5,465,048	\$ 5,187,923	\$ 4,904,621	\$ 4,615,010	\$ 4,318,951	\$ 4,016,305	\$ 3,706,927	\$ 3,390,673	\$ 3,067,392	\$ 2,736,932	\$ 2,399,135	\$ 2,053,844
Surplus Revenue from Local Tax Increment =		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Surplus Revenue from State & Local School Tax Increment =		\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Notes:
¹ Unless amended by the local unit of government, the Plan is anticipated to remain in effect until all approved activities in the Plan are reimbursed, or the 30-year tax capture period for developer reimbursement ends.
² The "Year of Tax Capture" indicates the year that any allowed tax increment will be captured by the Brownfield Plan, but not necessarily distributed as Reimbursement Payments; generally, Reimbursement Payments for Eligible Activities, Bonds, etc., will be distributed in the following year, but the specific terms and conditions of reimbursement will be subject to a Development Reimbursement Agreement with the local unit of government.

Attachment D

To: City Council

From: P. McGinnis, City Manager

Date: October 14, 2020

RE: Downtown Garbage Agreement



Council recently approved a recommendation from the MSDDA on new downtown dumpster rates. Those rates were based on a number of variables, one of which is the cost "per lift" of the service from Republic.

Attached is a new agreement with Republic to last through calendar year 2023 (with an option for one additional year if they hold rates steady). New in this agreement are the inclusion of 12 recycle carts for all non-cardboard recyclables (glass and plastic). This is a trial and we will see how the curb carts are used. They will be picked up every other week on the same schedule as the residential recycling pick up (Thursdays).

**CITY OF GRAND HAVEN
CONTRACTOR SERVICES AGREEMENT**

This Agreement is made as of _____ between the City of Grand Haven, a Michigan Municipal Corporation, the address of which is 519 Washington Avenue, Grand Haven, Michigan 49417, Attn.: City Manager (the "City"), and Republic Services, the address of which is 2611 Olthoff, Muskegon, Michigan, 49444 (the "Contractor").

RECITALS

- A. The City wishes to provide for trash collection and removal services.
- B. To provide this service, the City herein retains a contractor to provide the necessary labor, materials, knowledge and equipment for trash collection and removal.
- C. The City will collect fees from users of downtown dumpsters to completely cover all costs associated with the services provided under this contract.
- D. The City Council, by its action at a meeting held on _____ awarded this contract to the Contractor.

AGREEMENT

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

**ARTICLE I
CONTRACTOR'S RESPONSIBILITIES**

- 1.1 Basic Services, Materials and Equipment. The Contractor shall provide the following services, materials and equipment.
 - (a) All labor, materials, supplies, tools, equipment, process and other services necessary to remove garbage from the following locations according to the schedule set forth in Attachment A to this agreement to the approval and complete satisfaction of the City:
 - Lot 5 (between Harbor and 1st Street): One side will contain an 8 cubic yard trash compactor and the other side will contain one 8 cubic yard recycling bin.
 - Lot 3 (between 1st & 2nd Streets): One side will contain an 8 cubic yard dumpster and the other side will contain one 8 cubic yard recycling bin.

- Lot 2 (between 2nd & 3rd Streets): One side will contain an 8 cubic yard dumpster and the other side will contain one 8 cubic yard recycling bin.
- 1st Street Location (behind Mr. Kozak's Greek Dining): One 8 cubic yard dumpster and one 8 cubic yard recycling bin.
- 1st Street North Location (between Kilwin's Sweet Shop and VFW Hall): One 8 cubic yard dumpster and one 8 cubic yard recycling bin.

Locations, configurations and placements above are as of October 2020 and may be amended or re-arranged upon mutual written amendment to this agreement.

Attachment A, dated October, 2020, details frequency of removal and rates for the duration of this agreement. Services shall be provided and rates shall be charged based on these rates and frequencies unless and until a change to the schedule is requested, in writing, by the City Manager or their formal designee. After request, service and rates shall automatically revert to the standard schedule after September 15 (unless requested sooner) in each year of this agreement and during any extensions hereto.

- (b) Any labor, material, supplies, tools, equipment, process or other service, which may have been unintentionally omitted from the description of work, but which is clearly necessary for the proper completion of the Project in a workmanlike manner, shall be furnished by the Contractor as if it had been specified in the scope of work for the Project.

- 1.2 Additional Services. The Contractor will perform services in addition to those detailed in section 1.1 of this Agreement only when requested in writing by the City and approved by the City Manager. Cost for additional services shall be proportional based on the rates set forth in Attachment A.
- 1.3 Reduced Services. The City may request a reduction in services less than those listed in section 1.1 of this agreement and shown on Attachment A. Credit for reduced services shall be proportional based on the rates set forth in Attachment A.
- 1.4 Termination. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.
- 1.5 Insurance. The Contractor shall, before it commences any work under this Agreement, file \$1,000,000 proof of insurance with the City Clerk.

ARTICLE II TERM

- 1.1 Term. This agreement shall be for a term of 38 months, beginning November 1, 2020 and ending December 31, 2023.
- 1.2 Extension. Services may be extended for up to 12 months beyond the term of this initial agreement as mutually agreed in writing by the City and Contractor provided rates do not exceed the rate set forth for the final year of this agreement as set forth in Attachment A.

ARTICLE III COMPENSATION AND PAYMENT

- 3.1 Compensation. The City shall pay the Contractor based on the fee schedule set forth in Attachment A for the services performed under section 1.1 of this Agreement.
- 3.2 Billing and Payment. The Contractor will submit monthly invoices to the City for completed work. All payments unless reasonably disputed within thirty (30) business days of the City's receipt of the invoice; shall be paid within forty-five (45) days of the City's receipt of the invoice.
- 3.3 Liens. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its buildings, improvements, fixtures or appurtenances, or any other City property without first securing a valid judgment against the City.

ARTICLE IV MISCELLANEOUS

- 4.1 Notices. Any notice or other communications to be given under this Agreement shall be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.
- 4.2 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted and enforced under the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.
- 4.3 Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision.
- 4.4 Enforcement. If either party takes legal action to enforce this Agreement, the prevailing party shall be entitled to recover its actual, reasonable costs of such action, including, without limitation, actual, reasonable attorney's fees.
- 4.5 Headings. The headings in this Agreement are for reference purposes and shall not

affect the meaning or interpretation of this Agreement.

4.6 Entire Agreement. This Agreement supersedes all previous or contemporaneous agreements between the parties and constitutes the entire Agreement between the parties relating to its subject matter. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into this Agreement, the parties are relying solely upon the representations and agreements in the Agreement and no others.

4.7. Conflicts. In case of any conflict between this Agreement and its Exhibits, the terms of this Agreement shall control.

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

WITNESSES:

THE CITY OF GRAND HAVEN

Robert Monetza, Mayor

Linda Browand, City Clerk

THE CONTRACTOR

_____, General Manager

_____, Division Manager

Attachment A

Rates per Lift

Oct-20

Frequency

			Lot 2	Lot 3	Lot 5	Annas	VFW
Garbage 8 yards	\$22.63		MR	MWF		MR	MWF
Recycle	\$6.90		MF	MF	MWF	MF	MF
Compacter	\$60.35				MWF		
12 Curb Carts	\$3		E.O.W.	E.O.W.	E.O.W.		

Compactor monthly rental \$311.99

Standard Schedule subject to change seasonally
upon written request from City Manager or
designee

To: City Council

From: P. McGinnis, City Manager

Date: October 14 2020

RE: Obsolete Property Rehabilitation Certificate



On July 20, 2020, City Council approved an Obsolete Property Rehabilitation District for the Crescent Theater Building. This allowed the owners to apply for a certificate to make improvements exempt from taxation for a period of twelve years.

The necessary paperwork and all necessary detail is attached for your consideration on Monday, October 19, 2020. If approved, the certificate would freeze the taxable value on the improvements for the next twelve years. The new investment will not cause an increase in property tax liability.

This project fits the intent of the legislation perfectly. The property was not being renovated under normal market conditions, so some property tax relief is needed to make the investment profitable for the owners.

**RESOLUTION TO APPROVE AN OBSOLETE PROPERTY REHABILITATION
EXEMPTION CERTIFICATE APPLICATION
PA 146 OF 2000 AS AMENDED**

Minutes of a regular meeting of the Council of the City of Grand Haven, held on October 19, 2020, at 519 Washington Avenue in the City Council Chamber at 7:30 p.m.

PRESENT:

ABSENT:

DRAFT

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

Resolution Approving Obsolete Property Rehabilitation Exemption Certificate Application for Crescent Building LLC Located at 1103 Washington Avenue

WHEREAS, pursuant to PA 146 of 2000, the City of Grand Haven is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the City of Grand Haven legally established the Obsolete Property Rehabilitation District 1103 Washington Avenue on July 20, 2020, after a public hearing held on July 20, 2020; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Grand Haven; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on October 19, 2020; and

WHEREAS, the Crescent Building LLC is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

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

WHEREAS, the City of Grand Haven requires that rehabilitation of the facility shall be completed by December 31, 2021; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Grand Haven eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, and revitalize the area in which the facility is situated; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Haven the Crescent Building LLC hereby is granted an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in the Crescent Building LLC Obsolete Property Rehabilitation District at 1103 Washington Avenue for a period of 12 years, beginning December 31, 2020, and ending December 30, 2032, pursuant to the provisions of PA 146 of 2000, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Grand Haven, County of Ottawa, Michigan at a regular meeting held on October 19, 2020.

Linda Browand
Clerk

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

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

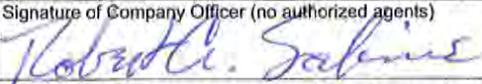
Applicant (Company) Name (applicant must be the OWNER of the facility) CRESCENT BUILDING, LLC		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) 703 LAKE AVENUE, GRAND HAVEN, MI 49417		
Location of obsolete facility (No. and street, City, State, ZIP Code) 1103 WASHINGTON AVENUE, GRAND HAVEN, MI 49417		
City, Township, Village (indicate which) CITY OF GRAND HAVEN		County OTTAWA
Date of Commencement of Rehabilitation (mm/dd/yyyy) 01/01/2022	Planned date of Completion of Rehabilitation (mm/dd/yyyy) 12/31/2021	School District where facility is located (include school code) GRAND HAVEN - 70010
Estimated Cost of Rehabilitation \$250,000.00	Number of years exemption requested 12	Attach Legal description of Obsolete Property on separate sheet
Expected project likelihood (check all that apply):		
<input checked="" type="checkbox"/> Increase Commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input checked="" type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment <u>16</u>		
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion.		
<input checked="" type="checkbox"/>		

APPLICANT'S CERTIFICATION

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

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

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

Name of Company Officer (no authorized agents) ROBERT A. SABINE	Telephone Number (616) 499-5278	Fax Number (616) 844-5092
Mailing Address 703 LAKE AVENUE, GRAND HAVEN MI 49417		Email Address RASCPA@EGL.NET
Signature of Company Officer (no authorized agents) 		Title PRESIDENT

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

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

Signature	Date application received
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FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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LOCAL GOVERNMENT ACTION

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

PART 1: ACTION TAKEN

Action Date: _____		
<input checked="" type="checkbox"/> Exemption Approved for <u>12</u> Years, ending December 30, <u>2032</u> (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code 70010

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

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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PART 3: ASSESSOR RECOMMENDATIONS

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

	Taxable Value	State Equalized Value (SEV)	
Building(s)	\$71,003	\$119,000	
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence	
CITY OF GRAND HAVEN			

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Clerk's Mailing Address	City	State	ZIP Code
	GRAND HAVEN	MI	49417
	Telephone Number	Fax Number	Email Address

Mail completed application and attachments to: Michigan Department of Treasury
 State Tax Commission
 P.O. Box 30471
 Lansing, Michigan 48909-7971

If you have any questions, call 517- 335-7491.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

SUPPORTING DOCUMENTATION FOR CRESCENT BUILDING, LLC 1103 WASHINGTON AVENUE, GRAND HAVEN MI 49417

a. GENERAL DESCRIPTION OF THE OBSOLETE FACILITY

Originally constructed as a movie theater in 1928, this large brick structure has seen many uses over the decades. The theater closed in 1939 and subsequently housed a heating-and-cooling business, a beauty shop, a dance and gymnastics studio, a shoe repair shop, a bicycle repair shop, a church, an insurance agency, a gift store, and many other small businesses.

Currently the interior is divided into several commercial, residential, and storage spaces:

- A 1450 SF commercial space is occupied (florist).
- A 620 SF office space is vacant.
- The second level houses a single 800 SF apartment (occupied) and an empty unfinished 2500 SF loft (formerly retail tenant storage and a dance and gymnastic school).
- The remaining approx. 3200 SF of ground level space is currently unfinished and usable only for personal storage, though it has been used in the past as commercial space (auto parts store, HVAC company, shoe repair, beauty salon, trampolines for gymnastic school, etc.).

Decades ago, part of the front of the structure (the corner main entrance to the movie theater) was demolished. A fiber-board pseudo-Tudor façade was installed over the first floor exterior along the Washington Street façade. This façade is severely deteriorated and needs to be removed. Indications are that most of the original brick and door & window openings are intact under the fiber-board. Overall, the brick, roof, and structural beams are in good condition.

b. GENERAL DESCRIPTION OF THE PROPOSED USE

Renovation and restoration of the Washington Street façade and corner entry are proposed, as well as renovation of the former lobby to provide a front corner commercial space, and one additional small "incubator"-sized retail or office space fronting on the Ferry Street side.

c. DESCRIPTION OF THE GENERAL NATURE AND EXTENT OF THE REHABILITATION TO BE UNDERTAKEN

- Remove old façade
- Repair and restore brick front
- Rebuild former brick lobby on corner
- Replace all doors and windows on Washington Street façade
- Remove and replace interior walls in the former theater lobby area
- Upgrade all wiring, plumbing, heating and cooling to meet or exceed code
- Construct handicapped access
- Construct accessible main floor bathroom(s) as required
- Create new doorway on Ferry and construct small office or retail space

d. A DESCRIPTIVE LIST OF THE FIXED BUILDING EQUIPMENT THAT WILL BE A PART OF THE REHABILITATED FACILITY

- HVAC
- Hot water heaters

e. TIME SCHEDULE FOR UNDERTAKING AND COMPLETING THE REHABILITATION OF THE FACILITY

We plan to start by Jan. 1, 2021 and have all work completed by Dec. 31, 2021.

f. A STATEMENT OF THE ECONOMIC ADVANTAGES EXPECTED

This rehabilitation/restoration effort will require a significant expenditure. We hope to personally offset that investment with rental income and tax savings and, over time, equity in the building.

In broader terms, we think the redevelopment of this anchor structure will be a catalyst which contributes to an economic renaissance for the long-neglected East Side neighborhood.

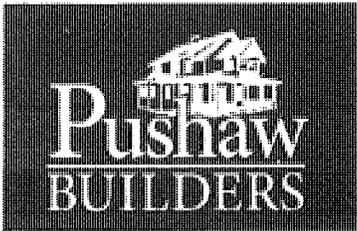
The project will provide employment for local architects, contractors, and eventually the occupants of the newly available commercial spaces.

MISC. INFO

TAX PARCEL # 70-03-21-453-013

LEGAL DESCRIPTION:

A part of the West 3/5 of the West half of the NW quarter of the SW quarter of the SE quarter of Section 21, Town 8 North, Range 16 West, commencing at the SW corner of the described parcel and on the North boundary line of the Washington Street and the East line of Ferry Street, thence running north along the East line of Ferry Street 132 feet, thence east 50 feet, thence South to the North line of Washington Street, thence West 50 feet to the place of beginning. Also known as Lot 111 of Rycenga's Assessor's Plat #1 recorded in Liber 9 of Plats, page 36, Ottawa County Records.



REMODELING EXPERTS SPECIALIZING IN FINE
FINISH CARPENTRY
HOME RENOVATIONS - NEW CONSTRUCTION

Proposal

Bill Pushaw, Founder
50 Edwards Av
Grand Haven, MI 49417

Mobile 616-638-7232
Office 616-414-7222

Date	Proposal #
5/9/2020	CRT PROP

NOTE: This is a preliminary cost estimate and does not include finishing out the commercial spaces, building an access ramp, building bathrooms, or new door on Ferry St. This cost estimate will be revised and updated when plans are further developed.

Name / Address
Crescent Theatre 8 N Ferry St Grand Haven MI 49417

Project
Crescent Theatre

Description	Rate	Total
Building & Demolition Permits Allowance	1,200.00	1,200.00
Demolition & Labor Framing Allowance: Exterior- Remove vinyl facade, cornice and framing; Interior- Lobby plaster walls, ceilings, framing, remove wall with door between lobby and new vestibule, etc.; Install new framing- foyer walls, ceiling, roof, sheathing and install furring strips & misc. in Lobby, includes installation of new doors & windows	16,845.00	16,845.00
Excavation & Backfill Allowance: Remove concrete landing, step & rail. Backfill Footing / Foundation Allowance	1,400.00	1,400.00
Concrete Flatwork Allowance: Includes New Vestibule landing and steps to Lobby	2,800.00	2,800.00
Materials Allowance: Framing, sheathing , fasteners...	3,650.00	3,650.00
Exterior Door And Half Circle Frame Windows Allowance: 3 Double doors, one is operational while two are fixed panels with half circle panels; includes store front windows on Washington Av	2,300.00	2,300.00
HVAC Allowance; includes moving condenser to roof, refrigerant, crane, line set, pad, start up. Add \$1229.00 for new condenser and cooling coil	35,235.00	35,235.00
Roofing Allowance: Rubber roof above new Foyer, drain and cap on parapet wall	2,535.00	2,535.00
Materials: Exterior Trim Allowance	3,200.00	3,200.00
Electrical Allowance: All electrical including A/C hook up	500.00	500.00
Insulation Allowance: Interior new vestibule foam walls & ceiling. Lobby; insulate walls and soundproof insulation in ceiling.(Less cost option; Batt fiberglass insulation available.)	3,800.00	3,800.00
Drywall Allowance: Interior of vestibule and lobby. Lobby includes double layer 1 hour fire rating applicaton on ceiling.	4,845.00	4,845.00
Finish Materials Allowance: Interior of vestibule & Lobby-casing & base etc.	4,200.00	4,200.00
Interior Trim Labor Allowance: Interior of Foyer & Lobby	1,500.00	1,500.00
Interior Painting Allowance: Includes labor and material; Vestibule and lobby; includes walls , ceilings, new windows, door, trim, base and casing.	2,853.00	2,853.00
Flooring Allowance: Luxury vinyl flooring ~900s.f.	3,800.00	3,800.00
Materials Allowance: Railing interior (metal)	7,300.00	7,300.00
Materials Allowance: Leaching basin below New Foyer for rain runoff	850.00	850.00
Masonry Allowance: Labor & material to provide and install brick on framing backup and new entry	2,800.00	2,800.00
Masonry Labor Exterior Allowance: Building repair	14,000.00	14,000.00
Dumpster Allowance	5,000.00	5,000.00
Administrative & Contractor Fee Allowance	800.00	800.00
	14,569.56	14,569.56

1-1/2% interest per month (18% per annum) added to past due invoices.

Total	\$135,982.56
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Board Chair
All taxing authorities
Grand Haven, MI 49417

Re: Obsolete Property Rehabilitation Certificate

Dear :

On July 20, 2020, the City of Grand Haven established the Crescent Theater Obsolete Property Rehabilitation District at 1103 Washington Avenue. The City received an application for an exemption certificate and will hold a public hearing on the application at 7:30 p.m. on October 19, 2020.

Current Taxable Value of the subject property is \$71,003 with a state equalized assessed value of \$119,000. Proposed investment is \$250,000 and the applicant has requested an exemption from new tax value for the full twelve year period.

City Council may approve the application following the public hearing scheduled for October 19, 2020.

Sincerely,

Linda Browand
City Clerk

20-203 Moved by Council Member **Dora**, seconded by Council Member **Fritz**, to support the Stimulus Water Restoration Initiative to secure Federal funding for costly high water impacts to Grand Haven infrastructure. This motion carried unanimously. (Attachment B)

Mayor Monetza noted that this initiative included a great many communities.

PUBLIC HEARING

The Mayor opened the public hearing at 7:48 p.m. regarding the establishment of an Obsolete Property Rehabilitation District at 1103 Washington Avenue and to establish a finding that it is an obsolete property in an area characterized by obsolete commercial property or commercial housing property pursuant to Section 3(1)a of the Obsolete Property Rehabilitation Act (PA 146 of 2000).

City Manager reviewed the information presented in the agenda packet.

The Mayor closed the public hearing at 7:55 p.m.

20-204 Moved by Council Member **Cummins**, seconded by Council Member **Fritz**, to establish an Obsolete Property Rehabilitation District at 1103 Washington Avenue and to establish a finding that it is an obsolete property in an area characterized by obsolete commercial property or commercial housing property pursuant to Section 3(1)a of the Obsolete Property Rehabilitation Act (PA 146 of 2000) and authorize the Mayor and City Clerk to execute the necessary documents. This motion carried unanimously.

Council believed that this district would give the property owners the opportunity to make the property more viable. Needed improvements to the building could be made that would, hopefully, lead to a tenant. The parking problem would still not be solved and a public parking lot may have to be built. This type of district could possibly be a useful tool for other areas in the City.

NEW BUSINESS

20-205 Moved by Council Member **Dora**, seconded by Council Member **Cummins**, to approve the proposal from Abonmarche, Benton Harbor, Michigan, in the amount of \$215,500 to provide Professional Engineering Services for the Phase II Fulton Avenue Reconstruction Project from Albee Street to Beacon Boulevard, authorize the City Manager to

Attachment E

**CITY COUNCIL
CITY OF GRAND HAVEN
OTTAWA COUNTY, MICHIGAN**

Councilmember _____, supported by Councilmember _____, moved the adoption of the following Ordinance:

ORDINANCE NO. 20-

AN ORDINANCE TO AMEND SECTION 40-509.B OF THE GRAND HAVEN ZONING ORDINANCE TO CHANGE AUTOMOBILE WASH SPECIAL LAND USE REGULATIONS AND CONDITIONS

THE CITY OF GRAND HAVEN ORDAINS:

Section 1. Regulations and conditions. Section 40-509.B of the Zoning Ordinance of the City of Grand Haven, is amended to read as follows:

B. Regulations and conditions.

1. All such facilities shall be connected to a public water and sewer system.
2. All washing activities shall be carried out within a building, however drying and waxing activities associated with manual and coin operated automobile washes may occur outdoors.
3. The producer for a vacuum system (the source of noise) shall be located within an enclosed building, or if the producer is not located within an enclosed building, the producer shall be no closer than one hundred (100) feet from any property line which abuts a property zoned or used for residential purposes.
4. Vacuum equipment shall be considered an accessory structure and shall meet accessory structure setback requirements.
5. Vacuum equipment shall only be available for use during normal business hours.
6. Noise generated on site from any source shall not exceed sixty (60) decibels measured at any property line, unless more stringent standards apply.
7. Adequate drainage shall be provided, to prevent flooding, freezing of runoff, and environmental damage.
8. Manual and coin automobile washes shall provide adequate space for drying and waxing vehicles.
9. The applicant shall demonstrate to the satisfaction of the planning commission that vehicle stacking areas for the drive-through facility are adequate to handle the highest volume likely at the facility without encroaching on the public right-of-way or the drive aisles, parking or pedestrian areas on site.
10. The applicant shall demonstrate that no litter and debris will travel off-site.
11. The planning commission may establish hours of operation for such uses consistent with the character of the land uses in the vicinity.

Section 2. Effective Date. This Ordinance shall take effect 20 days after adoption.

YEAS: Councilmember(s) _____

NAYS: Councilmember(s) _____

ABSTAIN: Councilmember(s) _____

ABSENT: Councilmember(s) _____

APPROVED: _____, 2020

I certify that this ordinance was adopted at a meeting of the Grand Haven City Council held on _____, 2020.

Linda Browand, City Clerk

Introduced: _____

Adopted: _____

Published: _____

Effective: _____

CITY OF GRAND HAVEN
Community Development Department
519 Washington Avenue
Grand Haven, MI 49417
Phone: (616) 935-3276



TO: Patrick McGinnis, City Manager
FROM: Jennifer Howland, Community Development Manager
DATE: September 28, 2020
SUBJECT: Text Amendments: Chapter 34 Swimming Pools and Section 40-301.03.F of the Zoning Ordinance

During a review of fencing regulations governing swimming pools, staff noticed that there is a discrepancy between what the Zoning Ordinance requires and what Chapter 34, Swimming Pools requires. Specifically, the Zoning Ordinance requires a 4 foot tall wall or fence around a pool with a depth of greater than 2 feet. Chapter 34 requires a 5 foot tall wall or fence. Chapter 34 also exempts parts of the pool that are 5 feet or more above grade, and it dictates the permitted construction materials for the wall or fence.

The Planning Commission held a public hearing on August 11, 2020 and recommended a revision to the Zoning Ordinance to allow a power safety covers in lieu of fencing with a vote of 4-3. After receiving clear feedback from the City Council at the work session on August 17th, staff has revised the language of the Zoning Ordinance and Chapter 34 to require a 4 foot tall fence around pools and not allow a power safety cover in lieu of a fence.

EXISTING REGULATIONS

Zoning Ordinance Sec. 40-301.03:

F. Private swimming pool. In-ground and aboveground private swimming pools with a depth of greater than two (2) feet shall:

1. Comply with the standards of the Code of Ordinances.
2. Be located at least four (4) feet from any property line or the principal building and shall be located in the side or rear yard.
3. Be enclosed by a fence or wall at least four (4) feet in height and in such a manner that no person may enter the yard or area where the pool is located without passing through a gate or door located on the lot or parcel where the pool is located, pursuant to building code requirements.

Code of Ordinances Sec. 34-8 Safety Regulations:

For the protection of the general public, outdoor swimming pools shall be enclosed by a wall, fence or other type of enclosure which may consist in part of the residence to which the swimming pool is appurtenant; the wall or fence to be not less than five (5) feet or more above the grade line of the

abutting ground level; such wall, fence or enclosure shall not be required for all or such part of the pool that is five (5) feet or more above the abutting ground level. Any wall shall be of wood, brick or masonry and any fence may be of wood or of the so-called chain link type or the equivalent. Any wall or fence may be solid or designed so as to permit circulation of air, provided that any wall or fence shall not have openings of such nature or size so as to permit any child to pass through or under such fence except at a gate or door when such gate or door shall be opened. All gates or doors leading to such swimming pool except a door in any residence forming part of the enclosure, shall be kept closed when the pool is not in actual use and such gates and doors shall be fitted with a positive latching device which shall automatically latch them when the gate or door is in a closed position. All gates and doors leading to such swimming pool if not in actual use shall be kept locked at all times when the owner of the residence situated on the property where such pool is located shall be absent or away from the property. If any such pool shall be located on a parcel of land where there is no residence actually occupied by the owner or part owner of such pool located on the parcel of land or on an adjoining parcel, then and in such case all gates or doors to the pool shall be kept securely closed, latched and locked when the pool is not in actual use.

PROPOSED AMENDMENTS:

Zoning Ordinance Sec. 40-301.03:

F. Private swimming pool. In-ground and aboveground private swimming pools with a depth of greater than two (2) feet shall:

1. Comply with the standards of the Code of Ordinances.
2. Be located at least four (4) feet from any property line or the principal building and shall be located in the side or rear yard.
3. Be enclosed by a fence or wall at least four (4) feet in height and in such a manner that no person may enter the yard or area where the pool is located without passing through a gate or door located on the lot or parcel where the pool is located, ~~pursuant to building code requirements.~~

Code of Ordinances Sec. 34-8 Safety Regulations:

For the protection of the general public, outdoor swimming pools shall be enclosed by a wall, fence or other type of enclosure which may consist in part of the residence to which the swimming pool is appurtenant; the wall or fence to be not less than ~~four~~ **five (45)** feet or more above the grade line of the abutting ground level; ~~such wall, fence or enclosure shall not be required for all or such part of the pool that is five (5) feet or more above the abutting ground level.~~ Any wall shall be of wood, brick or masonry and any fence shall follow the fencing requirements of the Zoning Ordinance ~~may be of wood or of the so-called chain link type or the equivalent.~~ Any wall or fence may be solid or designed so as to permit circulation of air, provided that any wall or fence shall not have openings of such nature or size so as to permit any child to pass through or under such fence except at a gate or door when such gate or door shall be opened. All gates or doors leading to such swimming pool except a door in any residence forming part of the enclosure, shall be kept closed when the pool is not in actual use and such gates and doors shall be fitted with a positive latching device which shall automatically latch them when the gate or door is in a closed position. All gates and doors leading to such swimming pool if not in actual use shall be kept locked at all times when the owner of the residence situated on the property where such pool is located shall be absent or away from the property. If any such pool shall be located on a

parcel of land where there is no residence actually occupied by the owner or part owner of such pool located on the parcel of land or on an adjoining parcel, then and in such case all gates or doors to the pool shall be kept securely closed, latched and locked when the pool is not in actual use.

**CITY COUNCIL
CITY OF GRAND HAVEN
OTTAWA COUNTY, MICHIGAN**

Councilmember _____, supported by Councilmember _____, moved the adoption of the following Ordinance:

ORDINANCE NO. 20-

**AN ORDINANCE TO AMEND SECTION 34-8 OF THE GRAND HAVEN CODE OF ORDINANCES
AND TO AMEND SECTION 40-301.03.F.3 OF THE ZONING ORDINANCE TO ALIGN POOL
SAFETY REGULATIONS WITH FENCING REQUIREMENTS**

THE CITY OF GRAND HAVEN ORDAINS:

Section 1. Safety Regulations. Section 34-8 the Code of Ordinances of the City of Grand Haven, is amended to read as follows:

For the protection of the general public, outdoor swimming pools shall be enclosed by a wall, fence or other type of enclosure which may consist in part of the residence to which the swimming pool is appurtenant; the wall or fence to be not less than four (4) feet or more above the grade line of the abutting ground level. Any wall shall be of wood, brick or masonry and any fence shall follow the fencing requirements of the Zoning Ordinance. Any wall or fence may be solid or designed so as to permit circulation of air, provided that any wall or fence shall not have openings of such nature or size so as to permit any child to pass through or under such fence except at a gate or door when such gate or door shall be opened. All gates or doors leading to such swimming pool except a door in any residence forming part of the enclosure, shall be kept closed when the pool is not in actual use and such gates and doors shall be fitted with a positive latching device which shall automatically latch them when the gate or door is in a closed position. All gates and doors leading to such swimming pool if not in actual use shall be kept locked at all times when the owner of the residence situated on the property where such pool is located shall be absent or away from the property. If any such pool shall be located on a parcel of land where there is no residence actually occupied by the owner or part owner of such pool located on the parcel of land or on an adjoining parcel, then and in such case all gates or doors to the pool shall be kept securely closed, latched and locked when the pool is not in actual use.

Section 2. Private swimming pool. Section 40-301.03.F.3 of the Zoning Ordinance of the City of Grand Haven, is amended to read as follows:

3. Be enclosed by a fence or wall at least four (4) feet in height and in such a manner that no person may enter the yard or area where the pool is located without passing through a gate or door located on the lot or parcel where the pool is located.

Section 3. Effective Date. This Ordinance shall take effect 20 days after adoption.

YEAS: Councilmember(s) _____

NAYS: Councilmember(s) _____

ABSTAIN: Councilmember(s) _____

ABSENT: Councilmember(s) _____

APPROVED: _____, 2020

I certify that this ordinance was adopted at a meeting of the Grand Haven City Council held on _____, 2020.

Linda Browand, City Clerk

Introduced: _____

Adopted: _____

Published: _____

Effective: _____

Attachment F



CITY OF GRAND HAVEN
BROWNFIELD REDEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT CORPORATION
Special Meeting
Held Remotely via ZOOM and FaceBook Live
Monday, July 6, 2020 at 4:00 p.m.

MINUTES – Approved August 3, 2020

Call to Order / Roll Call

Present: Joy Gaasch, Brook Bisonet, Bob Monetza, Jim Bonamy, Tom Braciak, Mike Fritz, Eric Schmidt

Absent: John Hierholzer, Geri McCaleb

Also Present: Amy Bessinger, Jennifer Howland, Pat McGinnis

Approval of the minutes of the June 1, 2020 meeting.

Motion by Mike Fritz, second by Tom Braciak, to accept the minutes of June 1, 2020.

Yes: Joy Gaasch, Brook Bisonet, Bob Monetza, Jim Bonamy, Tom Braciak, Mike Fritz, Eric Schmidt

No: None

Motion Carries.

Call to Audience

Viewers were welcome to enter comments into FaceBook Live or call (231) 638-4087. No comments entered.

EDC COVID Relief Loan Program

\$5,000 loans, 5 year term, 0% interest rate, \$25 application fee

Motion by Mike Fritz to approve \$5,000 loan to Rustic Roots and to authorize necessary signatures, second by Bob Monetza.

Yes: Joy Gaasch, Brook Bisonet, Bob Monetza, Jim Bonamy, Tom Braciak, Mike Fritz, Eric Schmidt

No: None

Motion Carries.

Further discussion about encouraging additional applications for the remaining funds.

Motion by Bob Monetza to re-open the loan program to entertain additional applications up to a not-to-exceed \$100,000 in total requests from this program, second by Eric Schmidt.

Yes: Joy Gaasch, Brook Bisonet, Bob Monetza, Jim Bonamy, Tom Braciak, Mike Fritz, Eric Schmidt

No: None

Motion Carries.

Housing Next and Michigan Community Capital Housing Infill Program for a potential attainable housing development on a vacant parcel currently owned by the City of Grand Haven.

The Board was presented with a Purchase Agreement to sell a 7.5 acre parcel on Comstock for the development of up to 32 homes with up to 16 at an attainable price (80% of AMI). The agreement presents \$1,000 per home eventually approved, \$500 for water connections, \$500 for sewer connections, the City would accept responsibility for all infrastructure, and eligibility for an Act 381 work plan and resulting BRA tools (TIF) for all eligible activities with the developer getting 5% interest.

Motion by Jim Bonamy, second by Mike Fritz, to recommend the Purchase Agreement be approved by the City Council.

Yes: Joy Gaasch, Brook Bisonet, Bob Monetza, Jim Bonamy, Tom Braciak, Mike Fritz, Eric Schmidt

No: None

Motion Carries.

EDC/BRA financials as of June 30, 2020 are included in the packet.

Motion by Tom Braciak, second by Mike Fritz, to accept the financial statements as presented.

Yes: Joy Gaasch, Brook Bisonet, Bob Monetza, Jim Bonamy, Tom Braciak, Mike Fritz, Eric Schmidt

No: None

Motion Carries.

Call to Audience

Viewers were welcome to enter comments into FaceBook Live or call (231) 638-4087. Amy Bessinger read two comments from the FaceBook Live feed and there were no telephone calls.

Adjourn

Motion by Brook Bisonet to adjourn at 4:37 p.m., second by Mike Fritz.

Yes: Joy Gaasch, Brook Bisonet, Bob Monetza, Jim Bonamy, Tom Braciak, Mike Fritz, Eric Schmidt

No: None

Motion Carries.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
AUGUST 20, 2020

COPY

A regularly scheduled meeting of the Grand Haven Board of Light and Power was held on Thursday, August 20, 2020 at 4:00 p.m. at the Board's office located 1700 Eaton Drive in Grand Haven, Michigan and electronically via live Zoom Meeting.

The meeting was called to order at 4:00 p.m. by Chairperson Smart.

Present were Directors Crum, Kieft, Naser, Witherell and Smart.

Also present were David Walters, General Manager; Renee Molyneux, Administrative Services Manager and Secretary to the Board; Lynn Diffell, Accounting & Finance Manager; Erik Booth, Power Supply Manager; Rob Shelley, Distribution and Engineering Manager; and Progressive AE Consultant John Eberly.

Director Witherell, supported by Director Kieft, moved to remove item 5.B.3 and approve the amended meeting agenda. The motion was unanimously approved.

20-09A Director Witherell, supported by Director Kieft, moved to approve the consent agenda. The consent agenda includes:

- Approve Minutes of the July 16, 2020 Special Board Meeting and July 16, 2020 Board Meeting
- Accept and file the July 2020 Financial Statements and Power Supply and Sales Dashboard
- Approve paying bills in the amount of \$2,828,279.37 from the Operation and Maintenance Fund
- Approve paying bills in the amount of \$2,142,289.60 from the Renewal and Replacement Fund
- Confirm Purchase Order #21429 to Northern A-1 Services, Inc. in the amount of \$6,657 for Diesel Plant cleaning and disposal
- Confirm Purchase Order #21439 to Insight Public Sector, Inc. in the amount of \$10,320 for Microsoft 365 with Exchange Online 2020-2021 software charges
- Confirm Purchase Order #21440 to Survalent Technology, Inc. in the amount of \$26,758 for 3-year SCADA system software subscription and support (2020-2023)
- Confirm Purchase Order #21453 to Trace Analytical in the amount of \$20,000 for environmental testing associated with coal combustion residuals impoundment closure
- Confirm Purchase Order #21454 to Ottawa County Farms Landfill in the amount of \$21,460 for July landfill disposal of coal combustion residuals associated with impoundment closure
- Confirm Purchase Order #21455 to Cordes, Inc. in the amount of \$8,400 for hauling of coal combustion residuals to landfill
- Confirm Purchase Order #21457 to Futura Systems, Inc. in the amount of \$17,400 for annual software support and licensing charges for GIS mapping software

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- Confirm Purchase Order #21466 to Burns & McDonnell Michigan Inc. in the amount of \$103,000 for engineering assistance and reviews during Sims Power Plant Demolition

Purchase Order #'s 21453, 21454, and 21455 coincide with the environmental budget and are part of the Sims remediation work. The Board approved a \$3 million budget for the remediation plan. We are doing some of that work, (hauling, analysis, and disposal), which will be below the \$3 million budgeted amount.

Unit III impoundments may be closed within the rules. Units I and II impoundments are below current water levels; therefore, we are unable to remove them at this time. Sampling has been conducted and will be presented to the EPA and EGLE on August 24. We believe we will have to enter a consent order and are working with the EPA, EGLE, Golder Associates, and Arthur Siegal, Jaffee, Raitt, Heuer & Weiss, P.C., to develop a plan on what needs to occur. CCR sampling results are public and will be posted on our website. Water samples are already posted. Clay liner samples will be taken.

Purchase Order #21466 to Burns & McDonnell is for structural engineering review of demolition plans on an as needed time and expense basis.

The motion was unanimously approved.

20-09B Public Comment Period — Andrew Boatright, General Manager of Zeeland Board of Public Works, presented a Resolution of Appreciation to the Board and its employees for their exemplary and efficient efforts in restoring power to Zeeland BPW's customers during its storm related outages. Zeeland's Board wanted to provide the resolution to recognize the BLP employees who assisted in restoration efforts; Jeff Arkema, Derek Kean, Kip Martin, and Alex Moore.

Josh Brugger, BLP Customer, expressed his concerns regarding PEC's analysis. He feels the costs of the facility, CONE cost projections, capacity and storage were not taken into consideration. He feels PEC cannot conclude it is more economical to build capacity vs purchasing capacity.

Field Reichardt thanked the Board for the time they have spent with him over the past several weeks. He reminded the Board there is a group of people wanting to meet with them. He stated the long-term expectations of the utility are not clear and the Board should take its time in the decision making process.

Jack Smant read an email from Jon Jellema, BLP customer, expressing appreciation of the Board's service and leadership along with David Walters' technical background. Jellema expressed concerns regarding Agenda requests being presented at tonight's meeting when the island is flooded and the need for a 12 MW plant has not been shown. He asked the Board to slow down the process and take a slower approach.

No formal action taken.

20-09C Director Witherell, supported by Director Kieft, moved to approve the following purchase orders:

GRAND HAVEN BOARD OF LIGHT AND POWER
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- Approve Purchase Order #21446 to Power Line Supply in the amount of \$11,167 for electrical cabinets to replenish inventory
- Approve Purchase Order #21450 to Altec Industries, Inc. in the amount of \$263,543 for a 2022 digger derrick truck consistent with our vehicle replacement program
- Approve Purchase Order #21452 to Osmose Utility Services, Inc. in the amount of \$133,545 for wood power pole inspections for the entire distribution system
- Approve Purchase Order #21462 to RESCO in the amount of \$12,637 for wood power poles to replenish inventory
- Approve Purchase Order #21463 to Irby Utilities in the amount of \$10,230 for six 50 kVA padmount transformers for inventory
- Approve Purchase Order #21464 to Audio Visual Innovations in the amount of \$39,660 for audio/visual equipment for the Board room

The Digger Derrick is used to dig holes for pole placements and is budgeted. We will not receive the vehicle until Fall 2021 and the Purchase Order will not be acted upon until FY22. We used MiDeal for this truck order.

Purchase Order #21452 to Osmose Utility Services is for system wide structural testing of wood power poles and is not budgeted. One of our Strategic Goals is to complete a Distribution analysis.

Purchase Order #21464 is for an audio system in the Board room and is not budgeted. We received two proposals and are recommending Audio Visual Innovations because their proposal includes headend equipment for future video expansion, if desired, in addition to audio. Staff will request a quote for cameras for Board consideration as they requested.

The motion was unanimously approved.

20-09D John Eberly from ProgressiveAE presented their second preliminary update on Sims site redevelopment planning. ProgressiveAE was contracted to masterplan the Sims site, propose suggestions on what the BLP should retain and what should be used for BLP facilities and for future generation, if any. The final report will be presented in September.

ProgressiveAE is taking comments from the community into consideration as they work to develop the masterplan. They also evaluated GHBLP needs and determined utility redevelopment is the highest and best use of the site that will also provide the greatest benefits to the community. City Charter secures this site for GHBLP's use until the GHBLP determines it is no longer needed for utility purpose. Additionally, building needed facilities on the Sims site allows the GHBLP to finance remediation efforts. If we do not build facilities on the Sims site, remediation will need to be funded with cash.

ProgressiveAE determined the Sims site is needed due to changing utility operations, combined purchased and installed technology, and potential future energy projects and potentially storage. We cannot build a significant solar array or energy storage on the Eaton site.

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Other options for the site were also considered. This site has many challenges. GHBLP is responsible to EGLE and the EPA. Older environmental issues may be the City's responsibility. Most developers do not have success with brownfield development sites of this nature. GHBLP has the opportunity to use the island in a beneficial way that will also take care of many problems for the community.

The Board is tasked with determining whether it needs this site or not. If it is decided it is not needed, the site may be sold after a vote of the people. All Board members stated the GHBLP should retain the site; however, they would like to see more justification on why we need facilities built on the island now, why some of the proposed functions, (technical services and IT) need to be relocated to the island, and a comparison of building facilities on the Sims site vs adding on to the Eaton site.

ProgressiveAE will present the final report at next month's meeting and provide their findings on these more specific questions.

No formal action taken.

20-09E Director Witherell, supported by Director Naser, moved to approve Hometown Connection's proposal for FY2020's Organizational Check-up in the amount of \$23,250 and Strategic Planning in the amount of \$20,000, plus expenses.

The motion was unanimously approved.

Director Naser requested Hometown Connections not be allowed to use GHBLP for marketing purposes without the BLP's specific approval.

20-09F Director Witherell, supported by Director Kieft, moved to approve the proposed Mobile Home Community Utility Deposit Agreement between Grand Haven Board of Light & Power and The Village Green Mobile Home Community and directed Staff to forward the Agreement format to Sun Communities and North Shore MHC & RV for consideration.

The motion was unanimously approved.

20-09G Erik Booth provided a Sims demolition and site progress report to the Board. Asbestos removal is complete. The turbine and Electrostatic Precipitator have been removed. All coal conveyors were dropped and removed. Unit III impoundments are being removed. The east pond removal is in process. We are scraping the last of the coal inventory, which will be trucked offsite. The office building and Units I and II will be demolished in September. Boilers I and II will be removed in October/November; and the Scrubber building will be demolished in November/December. The Stack and the Unit III boiler will be imploded in January/February.

The General Manger reported financing closed on the \$20 million Line of Credit (or Bond Anticipation Notes). We received approximately \$5 million from this line in July. This is a one-year loan, which gives the Board one year to determine the scope of the project.

No formal action taken.

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20-09H Rob Shelley provided a progress report on AMI installations to the Board. Approximately 9,000 AMI meters are installed and being used for customer billings. All disconnects/reconnects are going through AMI. The Commercial and Industrial phase will begin soon. We will do inspections and testing before proceeding. We are truing up read dates closer to billing dates as meters are switched out; therefore, some customers are receiving longer bills (more billing days) in their initial AMI billing. We are receiving good feedback. Only 5 customers have asked to opt out. The project is on target and on budget with minimal issues.

No formal action taken.

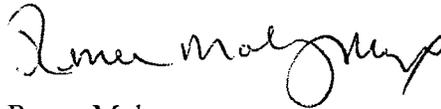
20-09I The Board is invited to attend the MPPA, MMEA and Ranger Power Assembly Solar site tour on September 2, 2020. Closed toe shoes, hard hats and high visibility vests are required. Directors Smart and Witherell are registered for the event.

The Board will schedule a work session in September to discuss the Board's communications strategy and a process for more cohesive messaging.

No formal action taken.

At 6:53 p.m. by motion of Director Witherell, supported by Director Naser, the August 20, 2020 Board meeting was adjourned.

Respectfully submitted,



Renee Molyneux
Secretary to the Board

RM

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
SEPTEMBER 10, 2020

COPY

A special work session of the Grand Haven Board of Light and Power was held on Thursday, September 10, 2020 at 4:00 p.m. at the Board's office located 1700 Eaton Drive in Grand Haven, Michigan and electronically via live Zoom Meeting.

The meeting was called to order at 4:00 p.m. by Chairperson Smant.

Present were Directors Crum, Kieft, Naser, Witherell and Smant.

Also present were David Walters, General Manager and Renee Molyneux, Administrative Services Manager and Secretary to the Board.

Director Witherell, supported by Director Kieft, moved to add item 2.A. Public Comment Period, reverse the order of discussion for items 3. and 4. and approve the amended agenda. The motion was unanimously approved.

Public Comment – A letter from Jon Jellema and Gail Ringelberg was read. Chairperson Smant thanked Mr. Jellema and Ms. Ringelberg for their comments.

Gail Ringelberg, BLP customer, stated she loves this City. She was biased in wanting to produce all the power we use locally and was originally against the retirement of Sims. She realizes her biases were based on emotions and now realizes decisions should not be based on biases. She supports an independent review of options that involves public input and asked the Board to pause.

Jon Jellema, BLP customer, agreed with Ms. Ringelberg's comments. He thanked Chairperson Smant for allowing public input at tonight's meeting. The group's goal is to help the Board reach the right decision. He asked the Board to pause and to get an outside firm to reevaluate.

Kent Bloom, BLP customer, thanked the Board for the opportunity to speak. He stated the BLP employs the best people. He appreciates their professionalism, expertise and customer relations. He feels community input is important. The citizens of Grand Haven want to know what the BLP is deciding for generation. A Citizen's Group asked City Council to designate a committee for input into BLP decisions. City Council denied their request and directed the group to work with the GHBLP.

Field Reichardt, BLP customer, stated he is concerned that the BLP is focused / working on one direction. He feels it would give more credibility to the Board if they offer alternative options for consideration.

Josh Brugger, BLP customer, asked why the General Manager first advised that the best thing for Grand Haven would be to build nothing and connect to the grid. Why did he feel that was the best direction for Grand Haven?

Andrea Hendrick, BLP customer, thanked the Board. She feels they were heard today. She appreciates that the Board is willing to have this conversation. She would like to see the scope of the Board's review expanded and is willing to help with the legwork.

GRAND HAVEN BOARD OF LIGHT AND POWER
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Energy Discussion – Chairperson Smart reminded the Board five studies have been conducted and eleven Board Policy Statements have been approved since 2012, as well as the current strategic plan in 2016. The Board has a lot of information, which began in 2012, to base its decisions upon. He asked each Board member to share their thoughts regarding to this process.

Director Kieft agreed the Board has spent a lot of time since 2012 evaluating direction. He stated there have been a lot of changes in the market since that time.

The General Manager stated there are two elements to public outreach, 1) to keep customers informed and educated on Board matters, and 2) to seek public comment, input and feedback of the Board’s proposed actions. In response to the Board’s Strategic Plan Customer/Community Engagement objectives, BLP staff initiated annual customer satisfaction surveys, held public forums, large customer meetings, and expanded public outreach with very intentional communications to customers. He feels it is now obvious we have not done enough with communicating what the Board and Staff have done during its evaluation process. We need help.

The primary recommendation in our 2018 Integrated Resource Plan is to close Sims and replace it with “a diversified portfolio of supply resources,” primarily, if not exclusively, from outside the Grand Haven area. This recommendation has been somewhat lost in our public discussions. A secondary recommendation of the IRP was to supplement and compliment those purchases/projects located elsewhere with a much smaller (than Sims) more flexibly dispatched stand-by generation asset located on Harbor Island (the “center” of our existing distribution system). As part of developing that portfolio, the GHBLP is participating in the largest solar project in Michigan. We will get approximately 8% of our power supply portfolio from solar by 2022. Approximately 25% of our power supply portfolio will be provided with renewable energy by that time. Any suggestion that we are not looking at alternatives is not based in fact. The Board is now considering a revised local option to complement and supplement these projects/purchases located outside our area - the generation component (a smaller Combined Heat and Power RICE plant option) included in the Harbor Island Redevelopment project. This is how a “diversified” portfolio gets built, “one element at a time.” The question now is, why is this information not getting out into the public. There is an overemphasis on a very small local component that will produce less than 5% of our annual energy supply.

Director Naser feels we should push the pause button. He feels we need an unbiased consultant to moderate and educate the Board and the public on these issues. Director Naser suggests those issues include current water levels and rumors regarding changes to the 100 year flood plain; whether the site is appropriate from an environmental standpoint; if the best use for the site is to build BLP facilities; whether there are other local generation options available to consider; should we have local grid backup for the safety of the community; and should we evaluate relocation of Sims activities to Eaton Drive. Director Naser proposes the Board hold joint meetings with the public, moderated by an unbiased consultant, and schedule these meetings in the evening in a larger venue.

Director Witherell agrees with the General Manager and we should advance toward more outside purchases and projects; however, the City requested we also have some generation on the

GRAND HAVEN BOARD OF LIGHT AND POWER
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island to support the system and provide heat to snowmelt. The initial intention was to build a 36 MW facility which was further evaluated during the 2019 Burns & McDonnell Project Definition Report. Through that evaluation, we learned Michigan Gas Utility's infrastructure through Grand Haven is not large enough to accommodate a plant of that size. This conclusion led the Board to evaluate a smaller facility. There is a lot of misinformation being shared out in the community. The Board needs to do a better job communicating its efforts.

Director Kieft added he supports Director Witherell's comments regarding communications. City Council did not like the idea of closing Sims. He does not feel we need a communications firm telling the community the project 'walks on water' but would agree we need to get the right information out to correct any misinformation out in the public. Director Kieft supports an independent firm to facilitate an open forum with the community. He suggested Roland Berger, who are facilitators, as one such firm. He feels there are other companies who may also want to provide a proposal.

Director Crum stated in 2018 when we realized Sims was going to close, two public forums were held. In November 2018, five more public forums were held. He believes the Board did a good job of communicating at that time the process it was involved in and the alternatives on the table. We are at a point now where the Board has spent a lot of money on these studies. How much more does the Board want to spend? He believes the silent majority is happy with the direction the Board is heading. The BLP has been on the island for a long time. The substation is on the island. Our interconnects to the regional grid are on the island. It makes sense to remain there. He disagrees with relocating. It would not be cost effective. Regarding relocating employees to the Service Center, there is not enough room for all employees to work out of the current location on Eaton. The City has office space located downtown, a wastewater treatment plant located on the east side, the department of public works on the east side, and the water plant in the City. He feels it is important to remain on the island. He also agrees with Director Witherell, we need to do a better job communicating our efforts and action to date.

Board Communications Strategy Discussion – The General Manager stated Director Witherell asked the Board at its July meeting to direct staff to seek an external communications firm to help simplify our message and answer the questions that are being raised from the studies we have already done. The BLP contacted the same firm Holland Board of Public works used as they did an excellent job for HBPW.

General Manager Walters suggested there are no new generation alternatives being built since our 2018 IRP was completed. The best consultants in the industry are the experts at MPPA; however, for some unknown reason the Board is reluctant to use them. The General Manager recommends bringing MPPA in to present and answer the questions of the Board and the public.

Director Witherell stated what is concerning to him is that we hear very little from our industrial customers. This is a big decision and we have not been rushing through the process. He recommends getting a firm to help get the message out to the public and correct the public mischaracterizations and misunderstandings we are hearing.

GRAND HAVEN BOARD OF LIGHT AND POWER
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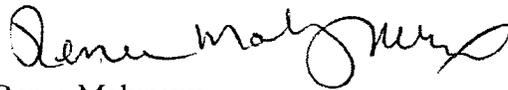
The General Manager reminded the Board that MPPA will be buying capacity four years out in October. Hitting the pause button is not really an option. If the Board does not make a decision to continue to move forward on a project by the October 2020 meeting, MPPA will be required buy that capacity on our behalf. It could potentially be sold later, but we would need to find a buyer who needs it at that time (when most are putting together their plans now for four years out).

Other Business - Chairperson Smart would like the Board to begin holding two regular Board meetings per month beginning in October 2020. This will be on the September 17 Agenda for consideration.

No formal action was taken during this Working Session.

At 5:24 p.m. by motion of Director Kieft, supported by Director Naser, the September 10, 2020 work session was adjourned.

Respectfully submitted,



Renee Molyneux
Secretary to the Board

RM

GRAND HAVEN BOARD OF LIGHT AND POWER
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SEPTEMBER 17, 2020

COPY

A regularly scheduled meeting of the Grand Haven Board of Light and Power was held on Thursday, September 17, 2020 at 4:00 p.m. at the Board's office located 1700 Eaton Drive in Grand Haven, Michigan and electronically via live Zoom Meeting.

The meeting was called to order at 4:00 p.m. by Chairperson Smart.

Present were Directors Crum, Kieft, Naser, Witherell and Smart.

Also present were David Walters, General Manager; Renee Molyneux, Administrative Services Manager and Secretary to the Board; Lynn Diffell, Accounting & Finance Manager; Erik Booth, Power Supply Manager; Rob Shelley, Distribution and Engineering Manager; and Progressive AE Consultants David Shull and John Eberly.

Director Witherell, supported by Director Kieft, moved to approve the meeting agenda. The motion was unanimously approved.

20-10A Director Witherell, supported by Director Kieft, moved to approve the consent agenda. The consent agenda includes:

- Approve Minutes of the August 20, 2020 Board Meeting and September 10, 2020 Board Work Session
- Accept and file the August 2020 Financial Statements and Power Supply and Sales Dashboard
- Approve paying bills in the amount of \$3,567,854.37 from the Operation and Maintenance Fund
- Approve paying bills in the amount of \$867,251.01 from the Renewal and Replacement Fund
- Confirm Purchase Order #21453-1 to Trace Analytical in the amount of \$20,000 for CCR lab work and testing services associated with Sims site environmental remediation
- Confirm Purchase Order #21468 to Northern Boiler Mechanical Contractors in the amount of \$8,115 for pipe pressure cleaning associated with snow melt installation
- Confirm Purchase Order #21472 to Precision Trenching, Inc. in the amount of \$5,421 for underground work at 14439 Mercury Drive
- Confirm Purchase Order #21485 to Northern A-1 Services, Inc. in the amount of \$9,641 for hydro excavation for City water
- Confirm Purchase Order #21487 to Northern A-1 Services, Inc. in the amount of \$15,091 for coal yard pond water removal

The General Manager reported revenue is 1.37% above last year and 2.74% above budget. Residential use is up, Commercial/Industrial is down. The revenue increase is attributed to higher cost residential customers using more electricity due to COVID, longer bills due to AMI changeouts and this year's hot summer weather.

GRAND HAVEN BOARD OF LIGHT AND POWER
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The motion was unanimously approved.

20-10B Public Comment Period — No public comments heard.

20-10C Director Witherell, supported by Director Naser, moved to approve a Consent to Assignment Agreement between Grand Haven Board of Light & Power, Michigan Public Power Agency, Consumers Energy Company (CECO) and Michigan Electric Transmission Company, LLC (METC).

Consumers Energy is transferring assets to METC. The Assignment Agreement, which has been reviewed and approved by Attorney Dale Rietberg, is an agreement between the parties who are responsible for maintaining their equipment at the Sternberg substation (CECO and METC).

The motion was unanimously approved.

20-10D Director Witherell, supported by Director Kieft, moved to approve the Cost of Service Study proposal from Utility Financial Solutions, LLC in the amount of \$29,200.

The motion was unanimously approved.

20-10E Director Witherell, supported by Director Crum, moved to accept the final Sims Site Redevelopment Master Plan and Program Statement for information.

David Shull and John Eberly from Progressive AE presented the Sims Site Redevelopment Master Plan and Program Statement to the Board.

The Board has eight years of independent analyses from multiple, nationally known and highly qualified engineering experts in the industry including Black & Veatch, Sargent & Lundy, Burns & McDonnell, Progressive AE, and others all reviewing and providing recommendations to the Board on the future direction for the utility. This Master Plan report is a continuation of what the Board has been evaluating since 2012. The key question for the Board is, how do we configure the site for today, and in the future, while serving all interests? Progressive AE's recommendations are as follows:

- GHBLP re-develop approximately half of the existing Sims site;
- The new site arrangement shall include the existing Substation with upgrades, reserved space for future Substation improvements, land area for local renewable energy generation and battery storage, and a new Systems Operation and Technology Center serving as the center of distribution operations;
- The site is also the proposed location of a new, 12.5 MW gas fired combined heat and power (CHP) facility as recommended under a separate study by Power Engineering Collaborative, PLC.
- The balance of the current site may be ceded back to the public for natural parklands or other use.

Coupled with the already expended amounts for demolition, remediation, and substation upgrades, this program results in a capital project cost estimated at \$46.6 million.

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SEPTEMBER 17, 2020

The history of the site plays a key role in determining the highest and best use of the site. Current water levels are not yet at the existing 100-year flood plain. This will be a consideration as the Board moves forward on this project.

The proposed development uses approximately half of the land that was required for Sims. The proposed configuration offers opportunity for emerging technology in the future, including storage and a community solar project. There is room for approximately 0.25 MW's of solar with room for expansion in the future.

It is not economical to relocate the Island Substation from this site and \$4.0 million is being spent now to reconstruct that facility.

The GHBLP is an essential service provider. The Board needs to consider what will happen should one of its sites get knocked offline from a natural disaster or if another pandemic occurs.

Erik Booth, Operations and Power Supply Manager, stated community input is important. The community has been asking for an unbiased opinion. This Report from Progressive AE is exactly that, an unbiased opinion and recommendation. The Board cares about local control, the community, its rates, its employees, and snowmelt. This is a good plan that balances the interests of all stakeholders and the utility. Booth recommended the Board move forward.

The General Manager stated these concepts provide a positive, economic value to the City. He encouraged Board members and the community to submit any questions to BLP staff in the next week or two after they have had an opportunity to fully review.

The motion was unanimously approved.

20-10F Director Witherell, supported by Director Crum, moved to accept the communications proposal from Boileau Communications.

The General Manager stated information regarding the Harbor Island Redevelopment Project is not getting out in the community accurately. The Board had asked Staff to seek a firm to help the Board develop and implement a communications strategy and disseminate information in a coordinated and planned effort.

In a roll call vote of the Board, those in favor: Directors Crum, Witherell and Smart; those absent: none; those opposed: Directors Kieft and Naser. Motion passed.

20-10G Director Witherell, supported by Director Crum, moved to revise the Board Meeting Schedule to hold two meetings per month until the end of Calendar Year 2020.

Board meetings will be held at 7:00 PM on the first Thursday of each month and at 4:00 PM on the 3rd Thursday of each month beginning October 1, 2020. November's second meeting will be held on the second Thursday of the month as originally scheduled.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
SEPTEMBER 17, 2020

In a roll call vote of the Board, those in favor: Directors Crum, Kieft, Naser, Witherell and Smant; those absent: none; those opposed: none. Motion passed.

20-10H Other Business – Director Naser stated he feels there are a number of issues to address with the public that were not requested to be placed on the approved Agenda.

Director Naser, supported by Director Kieft, moved to approve having the BLP Board schedule and hold a series of information-gathering meetings with the public that include the BLP Trustees and all interested members of the public for the purposes of obtaining public input and public suggestions with respect to development of facilities and other functions needed to provide power in the future for our community. Further, said meetings are to be face-to-face, not via Zoom, moderated by an unbiased consultant with appropriate technical power generation knowledge and experience, conducted in the evening to enable our working public to attend, and held in a venue capable of accommodating moderately large gatherings with an excellent sound system and video recording capabilities.

Chairperson Smant stated he has never refused a meeting with the public. He has been meeting, talking with, and responding to public comments and questions as they arise.

The General Manager reminded the Board we are not allowed to meet as moved. He suggested the Board figure out an allowable alternative public process to accomplish these goals that works under the Governor's Executive Orders.

Director Crum stated he does not appreciate being blindsided with items that were not placed on the approved Agenda. He feels this motion is backing Board members into a corner by suggesting they are not listening to the public. He feels the Board and staff have been and is doing an excellent job listening to the public.

In a roll call vote of the Board, those in favor: Directors Naser and Kieft; those absent: none; those opposed: Directors Crum, Witherell and Smant. Motion failed.

At 6:38 p.m. by motion of Director Witherell, supported by Director Crum, the September 17, 2020 Board meeting was adjourned.

Respectfully submitted,



Renee Molyneux
Secretary to the Board

RM

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
ELECTRONIC ELECTION COMMISSION MEETING**

July 14, 2020

The meeting was called to order at 8:45 a.m.

Present: City Clerk Linda L. Browand & City Assessor Michael Galligan

Absent: City Attorney Ron Bultje

20-07 Moved by **Galligan**, seconded by **Browand**, to approve the Election Commission minutes of April 24, 2020. This motion carried unanimously.

20-08 Moved by **Galligan**, seconded by **Browand**, to approve a resolution pertaining to precincts, polling places, inspectors of election and other election proceedings for the August 4, 2020 Primary, as follows:

RESOLUTION

Pertaining to
Precincts, Polling Places, Inspectors of Election
And Other Election Proceedings
For the
August 4, 2020 Primary Election

WHEREAS, the Election is being held in the City of Grand Haven on Tuesday, August 4, 2020;

NOW, THEREFORE, BE IT RESOLVED, by the City of Grand Haven Election Commission, Ottawa County, Michigan, with respect to the August 4, 2020 Primary Election, as follows:

1. That the voting precincts and absent voter counting boards (if any); and the polling places for each such precinct and absent voter counting board (if any); and the electors hereby appointed (and/or ratified and affirmed as the case may be) as inspectors of election for each such precinct and absent voter counting board (if any) shall be designated below:

Precinct 1 – Grand Haven Community Center, 421 Columbus Avenue, Grand Haven

D	**Liane Hendrickson	14689 160 th Ave	Grand Haven
D	**Jim Bonamy	126 Grand	Grand Haven
R	Laura Sterenberg	17823 Rosy Mound Ln, #207	Grand Haven
R	Barbara Clark	16889 Landing Lane	Spring Lake
R	Lance Wyhowski	1700 Robbins Rd, Lot 155	Grand Haven
D	Gayle Gerig	1817 Pennoyer Ave	Grand Haven
D	Kathy Tosa	221 Lafayette St	Grand Haven

**Election Commission Meeting
July 14, 2020
Page 2**

Precinct 2 – Second Christian Reformed Church, 2021 Sheldon Road, Grand Haven

R	*Tami Harvey	1030 Oak Lane	Grand Haven
D	Patricia Buitenwert	425 Leggatt Ave	Grand Haven
R	Rich Dawkins	1040 Taylor Ave	Grand Haven
D	Donna Francik	1905 Pine Ct.	Grand Haven
R	Tina Ymker	115 Lafayette	Grand Haven

Precinct 3 – St. Paul’s United Church of Christ, 1401 S. Griffin Street, Grand Haven

D	*Andrea Nisja	1820 Robbins Nest, Apt 3	Grand Haven
R	Beverly Bottema	1450 S Ferry, Apt 325	Grand Haven
D	Donna Clarkston	18358 N. Ridge Rd. #9	Spring Lake
D	Betty Wydeck	1204 Oakes Ave	Grand Haven
R	Deborah Tomes	1510 Klempel Farm Dr	Grand Haven

Precinct 4 – St. Patrick’s Family Center, 901 Columbus Avenue, Grand Haven

R	**Beth Hwacinski	12836 Summerset Dr	Grand Haven
D	**William Chappell	719 S. Griffin	Grand Haven
R	Audrey Eaton	14011 Bayou Ridge Cir	Grand Haven
D	Nancy Hathaway	555 Gidley Cir, Unit C	Grand Haven
R	Teri Jo McGrath	555 Gidley, Unit H	Grand Haven

Absent Voter Counting Board, 519 Washington Avenue, Grand Haven

D	** Abby Anderson	805 Cutler	Grand Haven
R	** Chuck Fuller	555 Gidley Cir, Unit E	Grand Haven
R	Sandra Carrell	1500 S Ferry, Apt 103	Grand Haven
R	Linda Gerber	17703 Dogwood Dr	Spring Lake
R	David Ruitter	14933 Mercury Dr	Grand Haven
R	Linda Ruitter	14933 Mercury Dr	Grand Haven
D	Louann Werksma	319 S 2 nd St	Grand Haven
R	Norma VanOordt	17046 Lloyds Bayou Dr, Apt 225	Spring Lake

Receiving Board – Grand Haven City Hall, 519 Washington Ave, Grand Haven

D	Shirley S. Chappell	719 S. Griffin	Grand Haven
R	Susan Vanse	14873 Mercury Dr	Grand Haven

*Denotes Chairperson

**Denotes Co-Chairperson

2. That, in the event any such inspector of election is or becomes unable or unwilling to serve, the City Clerk (or his/her designee), shall appoint other qualified electors (i.e. alternate inspectors of election) to fill any such vacancy; and

Election Commission Meeting

July 14, 2020

Page 3

3. That, the City Clerk may request certified city staff members, qualified to work in the precincts within the City of Grand Haven, to work various times at the polling locations; and

4. That, with regard to other election matters as may require determination and/or performance with respect to the above election (including [for example] determination of election inspector's hours, inspection of voting devices, and such other matters as may be determined by the Election Commission), the City Clerk (or his/her designee) is hereby authorized to determine and/or perform such matters on the Commission's behalf (to the extent legally permitted in the absence of contrary determinations and/or performance by the Commission itself).

RESOLUTION DECLARED ADOPTED: July 14, 2020

Linda L. Browand, City Clerk
Election Commission
CITY OF GRAND HAVEN

This motion carried unanimously.

20-09 Moved by **Galligan**, seconded by **Browand**, to adjourn the meeting at 8:45 a.m.
This motion carried unanimously.


Linda L. Browand, City Clerk

**CITY OF GRAND HAVEN
HISTORIC CONSERVATION DISTRICT COMMISSION
REGULAR MEETING MINUTES
THURSDAY, AUGUST 20, 2020 AT 5:00 PM
WATERFRONT STADIUM**

The regular meeting of the Grand Haven Historic Conservation District Commission was called to order at 5:22pm on Thursday, August 20th, 2020 by Chairperson Liza Dora at the Waterfront Stadium, Grand Haven, Michigan.

Roll Call of Members Present: Chair Liza Dora; Vice-Chair Karen Casey; Secretary Justin Forrest; and Board Members Bonnie Cowles, Karen Lowe, Lori VanderLende, and Vacancy.

Others Present: Mary Angel, Administrative Liaison; John Martin, Loutit District Library Director; Erin Pilarski, Tri-Cities Historical Museum Advisory Member.

Members Absent: None.

1) Tour of Sweet Temptations, Depot Store Location.

Prior to the meeting, the commission was given a tour of the brand-new Temptations Ice Cream store in the renovated depot building. Hosted by the owners of the store, the Larson family told of the transformation to turn the location into their new store. They were also proud to point out some of the historical elements that were incorporated from the old building and used within the new store. These elements helped lend itself to a classic ice cream shop feel. A nice treat of a free ice cream cone was given to each member on the tour. Thank you to the Larson family once again for the tour.

2) Public Comment Period.

At this time, a call to the audience was made to address the Historic Conservation District Commission (HCDC) on any item, whether on the agenda or not. No comments were made by the public at this meeting.

3) Approval of the July 16, 2020 Regular Meeting Minutes.

Moved by Lowe, seconded by Casey, to approve the July 16, 2020 regular meeting minutes of the Historic Conservation District Commission. This motion carried unanimously.

4) 2020 Draft Zoning Ordinance Regarding Southside Neighborhood District Rezoning.

A topic that led to questions and discussions about how our commission could help advise the planning commission and the City of Grand Haven in the future over proposed rezoning in the Southside Neighborhood district and other historic districts.

Moved by Lowe, seconded by Cowles, to designate members Casey and Dora to form a subcommittee and draft a letter addressing questions and concerns to bring towards the Planning Commission about the potential rezoning. This motion carried unanimously.

5) Landmark Historic Designation Outreach.

Committee member Lowe handed out a summary view document of a combined master list of landmarks, pre-1900 structures and walking tours amongst each historic district. The list of the *Grand Haven National, State and Local Historic Landmarks* has been updated and placed in Dropbox. This list will help us find homes that would be of possible interest and qualify for historic status. The hope would be to garner up more landmark applications from residents.

6) Local Landmark Historic Designation Application—520 Lake, Paul & Lisa Veach.

Committee member Lowe called Lisa Veach and spoke further amongst establishing the deed that John Leggat built the home constructed at 520 Lake, which would help firm their application

for historic designation. John Martin was still waiting to hear from County Clerk, Register of Deeds Justin Roebuck, to request a deed search on the property.

7) Highland Park Walking Tour Update.

Committee members Lowe and VanderLende have developed a draft *Highland Park Historic Conservation District Walking Tour* brochure, which was circulated to the commission. To address boardwalk/staircase safety concerns, they selected structures and sites that could be viewed without climbing any stairs or boardwalks.

8) Lighthouse Conservancy Update.

No update, not meeting due to Covid-19.

9) Tri-Cities Museum Advisory Member Update

Pilarski mentioned that Grand Haven schools had been pushed back until starting on September 8. She is adjusting to the needs of the education departments by creating virtual aspect learning within programs such as Google Classroom. Highland Park Exhibits open late September into October.

10) Loutit District Library Events Update.

Martin mentioned that the library is now open again following social distance guidelines and with some restrictions still in place. The library is also offering curbside pickup and drop off services. Currently, the library is focusing on some virtual historic exhibits on notable points of interest in the area, such as the Coast Guard cutter Escanaba, tavern tours and bank robberies in the Tri-Cities.

11) Other Business (not on the agenda that members of the HCDC would like to address)

- **Token of Appreciation. Marsha Peterson**

A card was passed around for Marsha Peterson. Dora collected money for a Dune Dollar check to give to Peterson as a thank you for her service on the board.

- **Consolidated Master List of Structures (Lowe)**

Please see the “Consolidated Master List of Structures” that Karen Lowe put together and e-mailed to the group on August 19—a comprehensive document that will surely help out the board and the city for years to come. This is located on the Dropbox currently. The board thanked Lowe for all the time and effort she put into this.

12) Adjournment.

The meeting was adjourned at 7:12pm.

Respectfully submitted,
Justin Forrest



Walking Tour

SELF-GUIDED

Historic Conservation District

HIGHLAND PARK



Historic photos provided by the Tri-Cities Historical Museum. Cover photo: K.A. Lowe.



Seibold, David H. In the Path of Destiny, 2007.

Lowe, Karen A. The Historic Cottages of Highland Park, 2019.

Sources:

You are welcome to attend the Grand Haven Historic Conservation District Commission's meetings to ask questions or share information. Meetings take place on the third Thursday of the month at 5:00 pm at Grand Haven City Hall, 519 Washington Avenue, Grand Haven, MI.

About this Brochure
 This walking tour was arranged by the City of Grand Haven Historic Conservation District Commission. We would appreciate your feedback. For a current listing of board members, visit grandhaven.org or you may contact a commission representative by contacting the Grand Haven Building and Planning Office at (616) 847-3490.

Grand Haven City Hall
 519 Washington Avenue
 Grand Haven, MI 49417

Tri-Cities Historical Museum
 200 Washington Avenue
 Grand Haven, MI 49417

Louitt District Library
 407 Columbus Avenue
 Grand Haven, MI 49417

For more information about the history of this area, visit:

and pleasure resort'. Michigan for purposes of maintaining a park incorporated under the laws of the State of founded *Highland Park Association* was legally for the sum of \$100 for 30 years. The newly businessmen predominately from Grand Haven leased this large section of land to a group of On May 10, 1886, the City of Grand Haven only fresh water dunes in the world. eastern shore of Lake Michigan on some of the cottages has also been designated a historical fitting that this 68-acre resort of historical resort associations in the state of Michigan. It is *Park* is one of the oldest incorporated summer take a step back in time and explore Highland *Conservation District Commission* invites you to The City of Grand Haven's *Historic*

Explore the Highland Park Historic District

1 Khardomah Lodge 1365 Lake Ave

In 1873, lumberman James P. Brayton of Grand Rapids built a summer cottage on this site for himself, his wife Emma and their two daughters. According to historian Seibold, the Brayton's chose the name 'Khardomah' which was the local Indian term for 'happy home'. In 1919, Susan Hill Yerkes bought the property, adding 13 rooms and converting the summer cottage to a seasonal hotel.



In 2000, Khardomah Lodge was designated a Michigan Historical Site.

3 Beech Holme Cottage 6 Lovers Lane

In the early 1900's, *Beech Holme* was the most photographed cottage in Highland Park, likely due to its location at the former entrance to the Park. For several years prior to the incorporation of *Highland Park Association* in 1886, the Kromer family of Grand Rapids regularly tented on the very 'ridge' now occupied by *Beech Holme* cottage. Arthur Kromer, one of the 50 original investors in Highland Park, erected a cottage on this site in the summer of 1887. It was the second cottage to be built in Highland Park, after *Loch Hame*. Kromer owned the cottage for 17 years until he sold the cottage to Mrs. Angie Holmes, wife of Alba Holmes, in May of 1904. Sadly, the original Kromer cottage burned down in a fire. The current cottage was re-built in 1905 by the Holmes family, who christened it "*Beech Holme*".



2 Loch Hame Cottage 1404 Lake Ave.

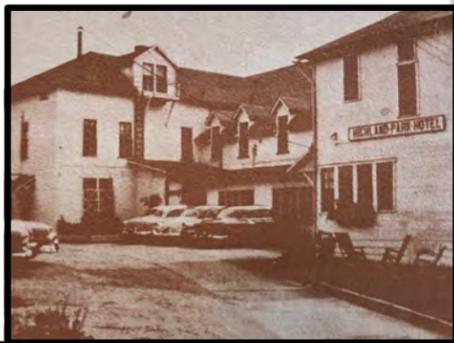


The cottage *Loch Hame* was the first cottage built in the Highland Park Association. It was built by Mrs. Sarah Benedict Rhines Saunders in the spring of 1887. According to a local historian, Sarah Rhines Saunders '...chose to build the cottage very near a choice oak tree. Rather than sacrifice the tree, she built the porch around the tree's trunk.' (Seibold, p.498)

Sarah Benedict Rhines was widowed during the Civil War, shortly after the birth of her daughter, Elizabeth 'Lizzie' Rhines. She met and married widower Dr. William Saunders in 1877. Dr. Saunders was a prominent physician who served as Health Officer for the City of Grand Rapids Board of Health. The Saunders' named their new cottage in Highland Park *Loch Hame*' (Gaelic for 'Lake Home'), perhaps as a salute to the Scottish heritage of both William Saunders and Sarah (Benedict) Saunders. (Lowe, p.34)

4 Highland Park Hotel Annex 1414 Lake Ave

Opened in 1889 with a celebration of fireworks, the elegant Highland Park Hotel was one of the most popular destinations for big city tourists from St. Louis, Chicago, Milwaukee, Detroit and Grand Rapids, where some families made return visits for three generations. The two-story frame hotel featured 36 rooms in the main lodge and 15 more in the Annex, which was added after 1906. Porches on both levels extended the full length of the building. The hotel was the largest seasonal resort in continual operation until its demise by fire on December 20, 1967. All that remains of the historic Highland Park Hotel hotel is this Annex, now a private residence.



5 Anthony House

This cottage was built in 1892 for master ship carpenter John Neil and his wife Bridget of Grand Haven. Born in Ontario in 1835, Neil arrived in Grand Haven in 1867 with a group of Welsh & Scottish shipbuilders. He, John Callister and Thomas Kirby established the *Mechanics Dry Dock and Shipyard* (aka *Kirby's Shipyard*). *Mechanics* constructed many of the great steamers that were manufactured in local shipyards.



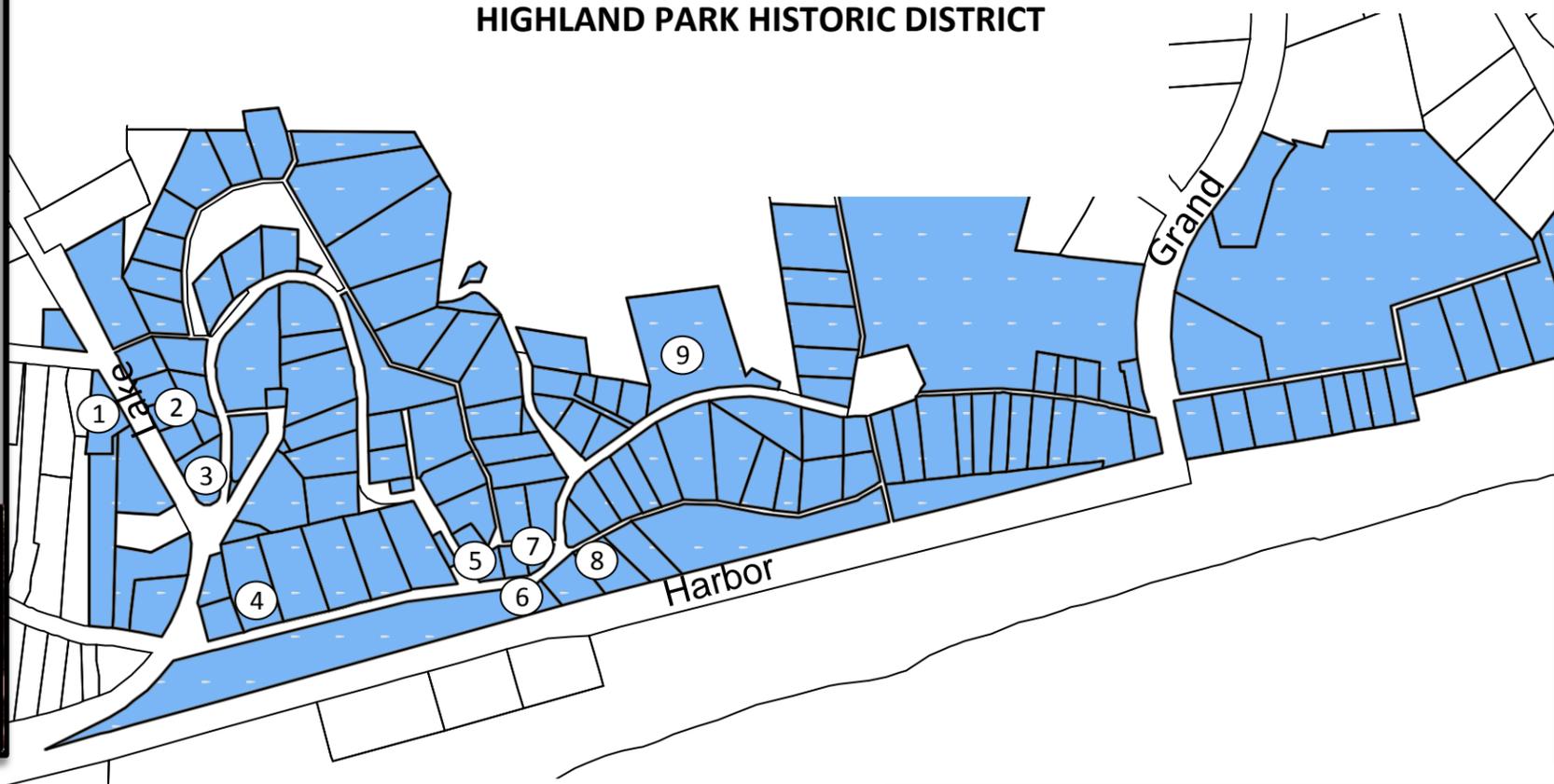
6 HIGHLAND PARK HISTORICAL MARKER

Gatehouse/Edmargartha Fountain

In this 'Little Park' stands the State of Michigan Historical Marker for Highland Park, designated in 1986. The small gatehouse at the entrance of the little park used to house the Park Custodian, who would check cottager and guests in. At the center of the little park is the *Edmargartha Fountain*, donated to Highland Park in memory of Edgar Fletcher and wife Martha, owners of the cottage at 62 Poplar Ridge from 1895-1927.



HIGHLAND PARK HISTORIC DISTRICT



7 Cozy Corner Cottage

Built around 1889, the first owners of this cottage were George 'Cap' McBride (1845-1929) and wife Martha. A decorated war veteran, McBride opened a law office in Grand Haven in 1873, working with Healy C. Akeley. McBride was the Mayor of Grand Haven in 1869 also served as the President of the Highland Park Association from 1906-1908.



In addition to their cottage, George and Martha McBride ran the Highland Park Hotel from 1899-1906.

8 Cora-Beth Cottage (formerly 'The Breakers')

The first owner of the *Cora Beth* (ca. 1889) was Major Samuel C. Glover (1841-1910) and his wife Fanny. After the Civil War, Glover came to Grand Haven in 1870 to establish the *White, Glover, & Company* lumber firm, with John White as his partner; Glover served as Postmaster of Grand Haven from 1885 to 1889. Notably, in 1891, Samuel Glover deeded to the City a portion of the land that became the north end of Lake Forest Cemetery.



SAMUEL CARY GLOVER



9 Highland Park Tennis Courts

In the early 1920's, Thomas Otley, along with Eldred Bentley (*As-You-Like-It* cottage) and Leon Hamburger (*Fleur-de-Lis/Que Sera* cottage) organized the *Highland Park Tennis Club* as a means to build two tennis courts within the resort. They chose an elevated site in the center of Highland Park within a heavily wooded area which provided both protection from the hot sun as well as lake winds and leased the land from the association. The two new tennis courts were constructed in 1924 and supposedly laid over a single cement court that Otley had built several years earlier. In 1927, the first juniors tournament (boys ages 18 and under) was held in the Park and ten years later, bleachers for spectators were installed.

Human Relations Commission
Remote via Zoom
Live streamed via Facebook
Minutes
July 23, 2020

Meeting called to order by Werksma at 5:33pm.

Present: Barbara Lee-VanHorssen, Dennis Swartout, Shyle Lyons, Alexa Redick, Angela Tran, Louann Werksma and Wes McGee. Quorum achieved.

Absent: Reyna Masko, Wes McGee (both joined later)

Approval of Agenda: Agenda approved; motion by Lee-Van Horssen, supported by Lyons; all in favor.

Approval of Minutes: Minutes of June 23, 2020 approved; motion by VanHorssen, seconded by Lyons, all in favor

Welcome Guests: Mayor, Bob Monetza, City Council member Mike Dora, City Council member Ryan Cummins, Loutit District Library adult services librarian Ben Knight, City of Grand Haven resident Shyle Lyons, GHAPS Assistant Superintendent Brian Wheeler, Chamber of Commerce Director of Talent Management Nancy Manglos, HRC student applicant Madigan Lautzenheiser, HRC applicant Shannon Farmer, GH Twp resident Tracey Nauta.

General call to the audience-At this time guests were allowed to call in and post questions via Facebook chat. None at this time.

Old Business

- a. **Virtual Town Hall update.** Lee-VanHorssen gave an update regarding two Town Hall meetings on Public Health and Racial Justice, held Monday, June 29 and Monday July 13, via zoom. These were organized by the Mental Illness Task Force. Average attendance at each town hall: 75. Participants polled wanted future town hall topics to include, in order of preference: 1. Local government/policing 2. Racism in business and industry 3. Education 4. Personal Stories and Lee-Van Horssen also explained that the consensus of the people organizing these town halls was that the scope of the work is beyond the scope of the Mental Illness Task force and that a new (Anti)-Racism Task Force has been formed with the MITF represented on it along with many other community members. For the time being, Lee-Van Horssen is managing both under the auspices of The Momentum Center.
- b. **Visionary Award-** Tabled, organizer not present
- c. **Hispanic Fiesta Update-**Tabled, organizer not present
- d. **Beach Wheelchair update-**Werksma reported there has been no response from State Park to her communication about wheelchair location and availability.
- e. **Strategic Plan**

- i. **Community Liaisons.** Werksma introduced four individuals who have agreed to serve as liaisons to HRC from their respective organizations: Ben Knight, Adult Services Librarian, Loutit District Library; Brian Wheeler, Assistant Superintendent, GHAPS; Lt. Lee Adams, Community Policing Officer, GH Public Safety; and Nancy Manglos, Director of Talent Development, Chamber of Commerce of Grand Haven, Spring Lake and Ferrysburg. Werksma will meet with liaisons before August HRC meeting to develop roles and responsibilities with liaisons. Other liaison positions suggested included: Real Estate, Housing, Visitors' Bureau, Faith Community, and Coast Guard Station.
- ii. **Commission Leadership structure/roles/succession.** Werksma presented the commission with a proposed leadership structure that includes four "executives": Chair, Vice-Chair, 2nd vice-chair and immediate past chair, with brief description of responsibilities, each to serve for one year and move "up" afterwards. There were no additional suggestions or changes to the document. She will flesh out the remaining positions and present the final document at the August meeting.
- iii. **Reevaluation of Discrimination Complaint Procedure.** Tabled to August meeting.

New Business

- a. **Community Protests and Recent Incidents.** A lengthy discussion ensued about Carl Nelson, the owner of Pronto Pups, posting on the business's Facebook page a diatribe against facemasks, the county health department, city government and public safety department, state government, the pandemic, and assorted other statements with racist overtones, which was taken down shortly after posting but not before screenshots were widely shared on social media. Several Grand Rapids media outlets covered subsequent protests and counter protests in the days that followed, and the group discussed the city's response of making a statement at the July 20 council meeting, many expressing that it did not happen soon enough, nor was it forceful enough. Werksma, Lyons and Redick agreed to meet to craft a motion to be considered at the August meeting, to ask city government to develop a procedure for responding to such incidents, which have increased in the political climate of 2020 and particularly since the May 26 murder of George Floyd in Minneapolis by a police officer. Mayor Monetza reiterated the first amendment right of private citizens to free speech, but added that because it was done from a business "platform" that occupies land that is leased from the City, it reflected on the City and caused the City Council to take action.

Werksma added that she had spoken to the organizers of Black Lives Matter protests that took place in Grand Haven on June 11 and July 4 and it was evident that protestors were not aware of city regulations governing the use of public roadways and sound amplification systems and as a result thought that GH Public Safety officers were being arbitrary in asking them not to use loudspeakers or to walk in the streets because they had not obtained the permits to do so. Werksma said it would be helpful to have a one-page explanation to give to people so there are not misunderstandings about what is allowed and what isn't. Lt. Adams offered to craft a simple "Protest Rules 101" to avoid future miscommunications and misunderstanding of public safety officers' actions.

- b. **Community Foundation Grant Application.** Werksma explained she had been contacted by Holly Cole at Grand Haven Area Community Foundation and asked to submit a grant application by July 27 for funds to further the work HRC is doing. She gathered price quotes from a marketing firm, Mediation Services and Mosaic Counseling and drafted a Case for Support and grant application, which she presented at the meeting, providing her rationale for the activities that would be funded by the grant. No changes were made to the document and she said she would present it to City Manager Patrick McGinnis before submitting it and report on the result at the August meeting.
- c. **Lakeshore Ethnic Diversity Alliance annual Summit on Racism July 21.** Lyons attended as a member of Human Relations Commission and gave a summary of the presentations. She added that her “Aha” moment came from the call for white people to practice **active listening** to Black, Indigenous & People of Color (BIPOC) in order to learn from them what impact that systemic racism has had on their lives.
- d. **HRC Roster and Appointments** – Shyle Lyons was appointed to serve a 3-year term ending June 30, 2023. Mayor Monetza is reviewing two student applications for one available student position and applications for the one remaining adult position.
- e. **Revenue and Expense update**-no new information
- f. **Agency Updates/Other New Business:** None

Second Call to the Audience-None at this time.

Motion to adjourn at 7:00 p.m. by Swartout, seconded by VanHorsen, all in favor.

Next meeting is Thursday, August 27, 2020

NORTHWEST OTTAWA RECREATION AUTHORITY

1415 Beechtree Street, Grand Haven, MI 49417

Phone: 616.850.5125 www.norarec.org

NORA ADVISORY BOARD MEETING AGENDA

Date: April 23, 2020 Time: 6:00 P.M Location.: ZOOM Meeting

1. Call to order: Chairperson Craig Bessinger – 6pm

2. Present: Mary Jane Belter, GH Twp. Kathy Kuck, Robinson Twp.
 Ryan Cummins, Grand Haven Craig Bessinger, Ferrysburg
 Chris Streng, GHAPS Rebecca Hopp, Ferrysburg
 Eric Hayward, Robinson Twp

Also Present: Chris Van Hekken – Director
 Jackie Rowland – Program Coordinator
 Tessa Hollister – NORA Intern

Absent: Geri McCaleb, Grand Haven
 Ron Redick, GH Twp.
 Taylor Schriber, GHAPS

3. New Business

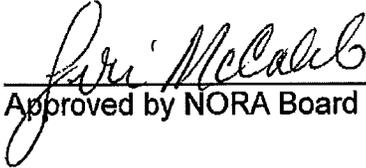
- a. Approval of Chris Christiansen Scholarship Grant:
 -Motion by Belter, second by Kuck. Approved unanimously
- b. Approval of Paycheck Protection Loan
 -Motion by Belter, second by Kuck. Approved unanimously

4. Old Business

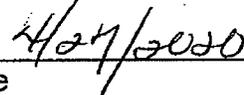
a. Millage Discussion – Discussion surrounding the August 4th NORA Operational millage was discussed given the economic conditions we are currently facing. The Operational millage has passed all four municipal boards (unanimously) in the past two months. Discussion from board members centered on whether to postpone the campaign until November or wait two more years. Belter had concern over asking the voters for millage at this time. Cummings pointed out that this is a decision that needs to be left to the voters and people need recreation now more than ever. Van Hekken was asked by Bessinger if he felt there is enough time to campaign and get the word out regarding the millage with businesses & schools currently shutdown. Van Hekken felt this time can be used effectively to plan and reach families in our community to inform voters of the our millage. Board ultimately decided to continue the millage campaign for August 4, 2020.

5. NORA Operations Update – Director: Van Hekken asked Jackie Rowland to update the board on families that we are helping serve with recreational equipment during this time. We have reached over 40 families. Also NORA has donated shirts that are being used by local healthcare workers for protective masks. The staff has done a great job in communicating with families regarding class schedules and upcoming plans for the summer.

6. Public Comments/Emails - None
7. Advisory Board Comments or Suggestions –
 - Streng – Thanks to the staff for all the work during the shutdown
 - Kuck – Thanked the staff for the work
 - Cummings – Thanked staff, wished everyone well
 - Hayward – Thanked staff for the work they are doing
 - Bessinger – Thanked staff for communication and work being done
8. Next Scheduled Meeting: June 4, 2020
9. Adjournment – 7:15pm



Approved by NORA Board Trustee Secretary



Date

NORTHWEST OTTAWA RECREATION AUTHORITY

1415 Beechtree Street, Grand Haven, MI 49417
Phone: 616.850.5125 www.norarec.org

NORA ADVISORY BOARD MEETING MINUTES

Date: June 24, 2020 **Time:** 5:30 P.M. **Location.:** GHAPS – ESC Bldg

1. Call to order: Chairperson Craig Bessinger
2. Roll Call.

Ron Redick, Grand Haven Twp.	Mary Jane Belter, Grand Haven Twp.
Kathy Kuck, Robinson Twp.	Eric Hayward, Robinson Twp.
Ryan Cummings, Grand Haven	Geri McCaleb, Grand Haven
Rebecca Hopp, Ferrysburg	Craig Bessinger, Ferrysburg
Chris Streng, GHAPS	Taylor Schriber, GHAPS
At Large - Vacant	
3. Approval of Meeting Agenda – Motion by Belter, 2nd by Kuck. Approved Unanimously
4. Approval of Consent Agenda – Motion by McCaleb, 2nd by Redick. Approved Unanimously
 - A. Approval of Board Meeting Minutes of April 23, 2020 as printed. -
 - B. Financial Reports
 1. April/May (combined) NORA Financial Report
 2. May NORA Activity Fund Balance
5. Old Business
 - A. Millage Update – Van Hekken gave update regarding millage video & community conversations, Belter noted the Loutit Library will be showing the millage video on its social media sites.
 - B. Recreation Task Force Update – McCaleb & Kuck gave insight to a recent Zoom meeting of the Rec Task Force. Collaboration ideas were shared & millage questions/answers from the Rec Task Force were answered.
 - C. NORA Program Planning – COVID-19 – Discussion on more outdoor recreation classes going forward into the fall. NORA has hired a part time instructor to oversee Outdoor Recreation classes and build relationships with other area organizations to bring more opportunity to families in our area.
6. New Business
 - A. 2020-21 Proposed Budget, Residency Report & Funding Formula – Motion by Redick, 2nd by Schriber. Approved Unanimously.
 - B. 2020-21 NORA Election of Officers: Chair, Vice Chair, Secretary and Treasurer – Bessinger (Chair), Redick (Vice Chair), McCaleb (Secretary), Kuck (Treasurer)
 - C. Approval of 2020-21 Meeting Schedule – Motion by Redick, 2nd by Belter. Approved unanimously.
7. Public Comments – Comments from YouTube & Call in questions. – Mike Dora – things are

headed in a good direction. Liza Dora commented that she was happy to serve and excited for the future of NORA. No public questions or comments.

8. Advisory Board Comments or Suggestions

9. Next Scheduled Meeting: To be determined once a meeting schedule approved.

10. Adjournment

***If you would like to comment during the Public Comments portion of the meeting, you may enter a comment via YouTube live stream at any time of the meeting or call (616) 550-0760 when prompted.*



NORA Board of Trustee Secretary

Date Approved SEPTEMBER 24, 2020

CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
PLANNING COMMISSION MINUTES

August 11, 2020

A special electronic meeting of the Grand Haven Planning Commission was called to order by Chair Bill Ellingboe at 7:30 p.m. via Zoom. On roll call, the following members were:

Present: Ryan Galligan, Robert Grimes, Andrea Hendrick, Kevin McLaughlin, David Skelly, Mike Westbrook, Chair Bill Ellingboe.

Absent: Kirsten Runschke

Also present were Jennifer Howland, Community Development Manager and Pat McGinnis, City Manager.

Call to Audience – First Opportunity

Pat McGinnis read the Facebook comments:

- Sue Silverman, 411 Howard, doesn't support changes to the Southside neighborhood; architectural integrity would be impacted; she referenced Oprah magazine article; proposed changes would be very detrimental to the Southside neighborhood.
- Todd Crum, 415 Sandpiper; regarding Case 20-18, the development severely lacks parking and is too aggressive for the site. Enforce 2 spaces per dwelling unit.
- Mark Sheehan, 411 Howard Ave, opposes converting single-family homes in Southside to higher density; it would create traffic issues and destabilize the neighborhood.

Election of Officers

Motion by McLaughlin, seconded by Skelly, to elect Bill Ellingboe as chairperson, Robert Grimes as vice chairperson, and Kirsten Runschke as secretary was approved unanimously by roll call vote. Ellingboe informed the commission that he would be term limited come June 2021.

Approval of Minutes

Motion by Skelly, seconded by Westbrook, to approve the July 14, 2020 minutes was approved unanimously by roll call vote.

Case 20-17: An application for a Special Land Use Permit for a Two-Unit Dwelling located at 1236 Fulton Avenue (parcel #70-03-21-452-008)

Howland introduced the case. Nicole Steward was present to answer questions.

Chair Ellingboe opened the public hearing. Facebook comment received by Robyn Vandenberg, 1006 S Harbor Dr, please allow this; it would be more affordable housing for the City.

Motion by McLaughlin, seconded by Skelly, to close the public hearing carried unanimously by roll call vote.

Galligan said that the expanded parking is great; he had no further comments.

Grimes asked how parking spaces will be used. Jamal Stewart, owner, said it would be for a turnaround and parking.

Hendrick, McLaughlin, Skelly, and Westbrook had no concerns.

Ellingboe said it is nice to see property improvements and it makes sense.

Motion by Grimes, seconded by Galligan, to approve the request for a Special Land Use Permit for a Two-Unit Dwelling located at 1236 Fulton Avenue, with the condition that a land use permit be obtained for the driveway, carried unanimously by roll call vote.

Case 20-18: An application for a rezoning from OT, Old Town District to PD, Planned Development District and a preliminary development plan for a Multi-family Residential Dwelling with parking on the first floor located at 101 North 3rd Street (parcel #70-03-20-429-020).

Howland introduced the case. Her introduction included an explanation of the clear vision corner and Public Safety input, newly proposed Art Deco elements, and concerns about providing 33 parking spaces for 39 units.

Chair Ellingboe opened the public hearing.

Howland read emails received:

- 1) Austin Averill, who is opposed to a height above the Old Town District standard.
- 2) MSDDA Executive Director Jeremy Swiftney (executive committee was concerned about lack of mixed use).
- 3) Historic Conservation District Commission requests that the Art Deco history of the property be incorporated into the redevelopment.

McGinnis read a comment from Facebook: Erin Braginton, 1119 Slayton Ave asked if it would it be luxury or affordable, and where would overflow parking be for these units.

Motion by McLaughlin, seconded by Westbrook, to close the public hearing carried unanimously by roll call vote.

Denny Churette, Andy Eckert (Gafari Associates) available (architect), Larry Hall (VP), Derek Braak (Churette Group) were present to represent their proposed project. Mr. Churette stated that the property is master planned CBD, yet the commissioners and staff keep referring back to underlining zoning for parking, height, setbacks. That's why they are pursuing a PD, which is essentially contract zoning. They are unwilling to go below 1:1 parking for the site. There is no 2:1 parking anywhere in the CBD or urban area. He disputed the fire department's requirement for a fire lane, citing street access and that there is no access to the north of the existing building. He believes the requirement is an overreach and unnecessary. He seriously doubts the City will get another significant development on this site if his project is not approved. The motions as proposed are unacceptable to them.

Mr. Churette said that it was a good idea to add some Art Deco elements. The City team has been gracious, patient, and responsive. But his team is weary; they will walk away from the project as proposed with the conditions imposed by the City. He feels there is a dislocation

between the master plan and the plan review comments. They are considering extending a roof over the exterior parking spaces. He doesn't get why a fire truck would be placed between the buildings. No one has explained the logic of the requirement. He is open to suggestions.

Galligan said that he is excited about a large multi-family development in the downtown area. He doesn't understand access for fire. He has no problem with zero setbacks and would like 1:1 parking.

Howland explained the fire marshal's review process and said she would get more detailed information.

Grimes asked if there are any shared parking options. He wonders if the presence of balconies on the north wall contributes to the need for a fire lane.

Hendrick asked Howland for Old Town District setbacks and Central Business District land use information. She likes the site, likes the project, but she is having a very hard time with the appropriateness of the project (fire, setbacks, clear vision, over on height). It is unclear to Ms. Hendrick why Mr. Cherette isn't involved in the zoning ordinance update process rather than shoving the project onto this site. Ultimately, she is having a hard time with no active storefront, not enough pedestrian oriented design, giving on parking, etc. She doesn't believe this is an appropriate size and mass for the parcel, even though she loves density.

McLaughlin thinks it's a great project; he would really like to see it happen. He understands Hendrick's concerns, but it's something the city needs and is a great look. He asked if the fire marshal can be overruled. If he made a motion, he would leave the issue of the parking to someone else.

Skelly concurs with McLaughlin and Galligan, but he understands Andrea's concerns. It is an exciting opportunity. He wants to see a fair process for the applicant and more information on fire requirements.

Westbrook appreciates the HCDC response/accommodation. "The Trib" name is awesome and a nice nod to the history of the building. The two big issues are parking and the fire lane. He would rely on the fire marshal to negotiate a solution. Parking needs a solution. He would like to keep it moving forward, but we need a resolution to those two items.

Ellingboe said that not having 39 spaces (one for each unit) would be a show stopper. We need a 1:1 parking ratio. He is open to fire lane alternate. He is also concerned about south egress onto Columbus with limited sight lines.

Mr. Cherette said that public safety is paramount. To Hendrick's concerns, this is not a packed site. It is thoughtfully designed and parking exceeds urban setting standards. However, it won't work without the 1:1 parking. He said they actually needed one more floor to make the numbers work; it's a modest return as proposed. He said they may need an extension for their purchase deal or a special meeting. They can't put the dumpster 3 feet away; they need to be on the lot line. They could change the access to Columbus to one way.

Andy Eckert, Gafari Associates, designed the building as a commercial building, with no requirement for balcony rescue. They get a bonus level in the code with the 5th story. The

elevator can be for fire rescue. They could also enclose the parking structure and fill in the area to the north of the building with a garage extension. He left the first floor open at the Columbus access driveway for better visibility.

Cherette stated that mixed use won't work there. They can't generate the revenue there; that's why they elected to be fully residential. It would be detrimental to the downtown retail and office market to make it mixed use. Further, he expects a change in the demand for office utilization as remote work becomes more prevalent.

Mr. Cherette asked again why the commissioners refer to OT and CB zoning standards when they are proposing a PD. Howland explained that the commissioners look to adjacent neighborhood standards when reviewing a PD to ensure it is compatible with the surrounding area. The PD ordinance is not set up as a contract zoning ordinance.

Ellingboe reminded the commissioners that they are being asked to make a recommendation for approval or denial; either route requires appropriate feedback to the City Council to justify the recommendation.

Galligan suggested a condition be added that the fire marshal works out a solution with the applicant regarding the fire lane.

Grimes' preference would be to continue to work on solutions.

Mr. Cherette stated that if the Planning Commission recommends denial, they are withdrawing. He will meet with the fire marshal and Howland in the interim, but not if the Planning Commission recommends denial. He reiterated that the dumpster setback can't be met. Howland explained the requirement but stated that it wasn't a big issue if it is appropriately screened and maintained.

Motion by Grimes, seconded by Galligan, to recommend approval of the application for a rezoning from OT, Old Town District to PD, Planned Development District and a preliminary development plan for a Multi-family Residential Dwelling with parking on the first floor located at 101 North 3rd Street (parcel #70-03-20-429-020), with the conditions listed below, carried unanimously by roll call vote.

Conditions:

1. A departure from the building height guidance standard is approved to allow for a 66 foot, 9 inch tall building, provided the setback from the north property line is as shown on the preliminary plan (32 feet, 9 inches).
2. The tree lawn along Third Street will be re-established per Public Works specifications.
3. Landscaping around the perimeter of the property should be provided wherever possible to soften and screen the site.
4. A 20 foot wide fire lane will be provided to the north of the building.
5. The dumpster enclosure is limited to 6 feet in height and may be located on the property line.
6. Signage shall conform to the Central Business District standards.
7. Exterior cladding materials shall meet the standards of the Central Business District.
8. The fire marshal and City Council must approve the site plan as proposed in order to provide a 1:1 parking ratio.

Case 20-19: A proposed text amendment to Section 40-301.03.F of the Zoning Ordinance to allow for the installation of a power safety cover in lieu of a fence around a pool, consistent with the regulations of the International Pool and Spa Code.

Howland explained the proposed text amendment.

Chair Ellingboe opened the public hearing. Scott Bekins sent McGinnis a photo of his pool. McLaughlin asked why it is being used without a fence. Howland stated it has not been final inspected and isn't expected to be occupied at this time.

Motion by Grimes, seconded by Galligan, to close the public hearing carried unanimously by roll call vote.

Galligan appreciated the research staff has done. If the building code allows it and most local officials allow it, it's fine with him.

Grimes stated that realistically, it's a great plan; technology is available today; it wasn't there a few years ago.

McLaughlin appreciated the work done. He still has concerns about the proposal. There has to be some separation/delineation between properties. It's not a technology concern; what happens if the pool cover is left open?

Skelly agrees with McLaughlin; he is not comfortable with supporting this amendment at all. He did his own research, and has history and experience with pools. He understands marketing messages from manufacturers. Technology can fail; nothing is foolproof. The two top insurance companies disagree with this as an option. He will not support it.

Westbrook agrees with McLaughlin and Skelly. If the auto pool cover is left open, it's a risk to children. He provided some CDC research of drowning deaths: highest drowning rates occur in home swimming pools for Ages 1-4. One of the primary contributing factors is lack of barriers. To improve the aesthetics of the pool, he cannot forego the safety of a fence.

Hendrick questioned whether we are overstepping the responsibility of zoning to require this if the building code doesn't require it. We don't require a fence in the front yard to prevent kids from running into the street. We need to stay in our lane. She cares about the safety of our kids. The only reason to lean towards being in favor of this is because it may be out of our land use lane.

Ellingboe says it is a safety concern, but it is not the role of zoning or the Planning Commission.

Grimes has had a pool in every home since his son was a baby. Pool covers stop a resident from walking out of the house and falling into the pool. With fences, older kids can prop the gate open. A pool cover is a visual to the owner that the pool is safe and closed. You can't always see the fence gates.

Skelly stated that municipalities on the east side of the state require a locking gate. He would be interested to hear from the community more. The commission could consider not moving forward with this tonight; it's an extremely important decision.

Ellingboe reminded the Planning Commission that it will be a recommendation to the Council, so there will be more discussion.

McLaughlin said that this is ultimately a Council decision, probably not a zoning decision. He recommends that the Planning Commission vote on it and send it on to the Council.

Motion by Grimes, seconded by Galligan to recommend approval of the proposed text amendment to allow a power safety cover in lieu of a fence around a pool carried with a vote of 4-3. Ayes: Hendrick, Grimes, Galligan, Ellingboe. Nays: McLaughlin, Skelly, Westbrook.

Case 20-20: An application for an amendment to the approved landscape plan for Grand Landing, south of Adams Avenue (affected parcels include 70-03-21-152-012 and 70-03-21-152-013).

Howland introduced the case.

Stephanie Allaire of Waveland Property Management was present to represent the request. She thanked Howland for her help.

Ellingboe stated that the first step is to determine whether it is a minor or major amendment.

Galligan said that it seems more like a major change. It drastically changes aesthetics of the frontage.

Grimes said it falls in between. He'd like to find a way to accommodate concerns of the commercial properties. We want them all to be successful, but it is a lot of change.

Hendrick understands there was no malicious intent. She regularly goes to that area and considers what the landscaping screening does for those businesses to enhance the setting. The drive-through businesses change the character of the development. In general, screening is beneficial for businesses. She is not in favor of change and believes it is major because there is a lot of lost landscaping.

McLaughlin and Westbrook agree with Hendrick; it is a major change. Skelly agrees; screening had a proper intent but understands original trees were not installed properly. Ellingboe is unsure. He was on the planning commission when some of Grand Landing PD changes were happening. He doesn't want to hold Ms. Allaire accountable. However, there was a lot of discussion about the project being a gateway to the City. He believes it requires a review by the Planning Commission and a public hearing process. He leans towards considering it a major change.

Howland asked Ms. Allaire if she has developed a proposed plan, as there may be an expectation that there would be an alternate proposal. Ms. Allaire stated that Kevin from City Farmer has not yet worked up revised plans. She will need to work through the Association board.

Motion by Galligan, seconded by Grimes, to determine that the proposed amendment to the approved landscape plan for Grand Landing, south of Adams Avenue (affected parcels include 70-03-21-152-012 and 70-03-21-152-013) is considered a major amendment and therefore will

require review of a revised preliminary plan per the Zoning Ordinance carried unanimously by roll call vote.

Case 20-21: The Planning Commission will consider a proposed text amendment to Section 40-509 of the Zoning Ordinance related to vacuum stations at an Automobile Wash.

Howland explained the proposed text amendment. She will identify other car washes in the community and provide a list of other special land uses that require a separation from residential land uses for comparison.

Grimes struggles with the proposal; it is a busy business area. There are some residential uses across the street, but it is not really a residential area today.

Hendrick said that because car washes are only allowed in the Commercial and Beechtree Districts, she doesn't feel it is a big change.

McLaughlin agrees with Hendrick, but believes that screening requirements should be considered. If equipment is located in an enclosed building, it's not a noise issue, but more of an activity perspective.

Skelly asked Roy Kamps, owner of Touch of Class Auto Wash, for clarification on other sites where this vacuum system is employed. Mr. Kamps explained that the vacuum equipment is placed in a building for aesthetics, and they tend to incorporate the building and dumpster in one structure (see Allendale location). As a result, you only see the poles and hoses. Skelly asked if the noise level changes based on the number of vacuums being used. Mr. Kamps said that it remains steady regardless of the number of vacuums being used.

Westbrook believes screening would be ideal and has no other issues.

Ellingboe reminded the commissioners that if a commercial use abuts a residential use, screening is required anyway. Automobile washers are also a special use, so we could consider special circumstances on a site by site basis.

Howland asked if the commissioners want to consider this amendment separately from the larger zoning ordinance update. Ellingboe said that the main focus of the zoning ordinance update is on affordable housing and residential uses. The commercial focus of this text amendment could be considered separately.

Hendrick thanked Mr. Kamps for going through the right channels to request an amendment.

Motion by Hendrick, seconded by McLaughlin, to set the public hearing for September 15, 2020 and have staff work on language passed unanimously on roll call vote.

Case 20-09: The Planning Commission will review recently collected public comments related to the draft Zoning Ordinance, consider making changes to the draft, and determine a timeframe to schedule a public hearing.

Planning Consultant Andy Moore from Williams + Works reviewed the public engagement sessions held recently. Moore reviewed his memo dated August 6, 2020 as well as the public comments included in the meeting packet, which had been collected since the last Planning

Commission meeting.

Moore summarized that there are concerns from a few residents that the proposed residential density of the Southside District may cause traffic, overcrowding, and adverse impacts to historic structures, and they asked the City to consider scaling back residential density. Mr. Moore reviewed the table in the memo that shows the proposed residential density in all districts, and reminded the commissioners that the overall goal is to increase opportunities for attainable housing in the City.

McLaughlin said it is more an issue of availability of housing; the market might not allow for affordability. Howland explained that Housing Next's message is that we need more housing units at all price points. Moore stated that the changes give more options for residents for different size homes, incremental changes in density, and smaller scale projects like ADUs.

Ellingboe said that it is helpful to provide some narratives where this would be beneficial to the community. For example, one scenario is a child returning to Grand Haven after school seeking a full time job, or an aging parent needing some independence. The intent is not to knock down homes and build large developments.

McLaughlin said that we should do everything we can to protect neighborhoods. Grimes agrees, stating that we are trying to over-populate our residential areas. In the business areas, it makes sense to increase density where there is more traffic and parking. By default, allowing higher density in residential neighborhoods will eliminate character and cause traffic issues.

Ellingboe reminded the commissioners that we have existing nonconforming uses in these neighborhoods; they may have differing views as well. They would love to improve their homes but can't because they are nonconforming.

Moore said that the table shows several different levels of permission (prohibited, special use on Key Street Segments, Special Use, and permitted by right). The Planning Commission can consider changing the level of permission.

Hendrick said that setting it as a special use reflects what community members are saying. We have had these conversations with the community about affordable housing. A special land use by nature will accommodate neighbors within 300 feet. She feels that she has heard the complaints of the neighbors and they are accommodated by the special land use process. McLaughlin agrees.

Skelly asked if the Southside residents were aware of the existing zoning ordinance regulations. Howland said that in general, the residents of the Southside District are well-informed.

The second item that Moore wished to discuss from the workshops was related to Accessory Dwelling Units (ADUs) on the second floor of a detached garage. The zoning ordinance imposes height restrictions on accessory buildings, which may make it challenging for some properties to build an ADU on the second floor of a detached garage. It's important to ensure that an accessory building will remain shorter and smaller than a principal building, so they look and feel "accessory". To be feasible, one needs 22 feet, but in order to do that, you need a house that is 28 feet tall. It was noted that the ADU could be attached to the house or constructed as a single-story detached ADU without concern for height.

Hendrick appreciates the research and is inclined to take the consultant's recommendation. Ellingboe asked what the best argument against it is. Moore said it would be concerns about bulk. You might see a lot of bulky accessory buildings that create more density and tall buildings. It is reasonable to say that an accessory building cannot be taller than your house. Two-story homes would be able to do a second story ADU. He also referenced the setback requirement for accessory buildings that exceed 20 feet: they must follow setbacks of the principal building.

Ellingboe reminded the commissioners that it was a special land use, so neighborhood concerns would be addressed.

Moore suggested that the City take the more restrictive path: An ADU located on the second floor of a detached accessory building may be up to 23 feet tall or the height of the principal building, whichever is less." This can be put into the special land use regulations.

Grimes asked for information about how height is measured when there is a hill. Howland explained that height is measured along the front building wall.

The commissioners discussed scheduling a public hearing during a special meeting.

Motion by McLaughlin, seconded by Hendrick, to set the public hearing for September 22, 2020 to discuss the Zoning Ordinance update passed unanimously on roll call vote.

ZBA Liaison's Report

Nothing to report.

Community Development Manager's Report

Howland gave a brief update on the progress of the Waterfront Master Plan.

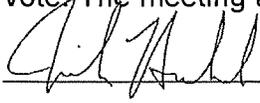
Call to Audience – Second Opportunity

McGinnis read comments on Facebook:

- Terri Keeler, 1509 Wisconsin Ave, appreciates comments made by Hendrick regarding the Tribune building.
- Matthew Braginton, 1119 Slayton Ave, in reference to the Tribune project, it's not a good opportunity for the City if only one side benefits. Height, parking and fire codes should not have to all be bypassed. Developer keeps referring to things as normal for urban areas, but Grand Haven isn't an urban city.
- Carol Bowditch, 106 N 2nd Street, in reference to the Tribune PD, this building would be in her backyard with about 78 new people, cars, lights and noise. The building would be two floors too high, it does not fit in with the neighborhood design, and casts another high rise shadow on this neighborhood.
- Tanja Kelly, 1009 Pennoyer Ave, as a homeowner with a pool, she cannot support not having a fence surrounding the pool area. The risk is far too great.
- Liza Dora, 501 Friant Street: in reference to the pool cover discussion, asks what happens when there is a power outage; agrees that Grand Landing landscaping is a major change.
- Jennifer Holland, 413 Lafayette Ave, if additional housing was available, people in affordable housing may want to move up, opening affordable housing for others.

Adjournment:

Motion by McLaughlin, seconded by Hendrick, to adjourn was unanimously approved by roll call vote. The meeting adjourned at 10:14 p.m.



Jennifer Howland
Community Development Manager

ZONING BOARD OF APPEALS
CITY OF GRAND HAVEN
MEETING MINUTES

August 19, 2020

A special electronic meeting of the Grand Haven Zoning Board of Appeals was called to order by Vice Chair Jerry Klukos at 7:02 p.m. via Zoom. On roll call, the following members were:

Present: Bill Hohmeyer, Mischelle Julien, Jerry Klukos, Amy Kozanecki, Kevin McLaughlin, Field Reichardt, Chair Melanie Riekels (joined at 7:08pm).

Absent: None

Also present was Jennifer Howland, Community Development Manager and Pat McGinnis, City Manager.

Call to Audience – First Opportunity

No comments

Elections – Chairperson, Vice Chairperson, Secretary

Riekels joined at 7:09pm.

Motion by Reichardt, seconded by Julien to nominate Klukos as Chair carried unanimously by roll call vote.

Motion by Riekels, seconded by Julien to nominate Kozanecki as Vice Chairperson carried unanimously by roll call vote.

Motion by Klukos, seconded by Riekels to nominate Reichardt as Secretary carried unanimously by roll call vote.

Approval of Minutes

Motion by Julien, seconded by McLaughlin to approve the June 17, 2020 minutes passed unanimously by roll call vote following minor corrections requested by Reichardt.

Motion by Julien, seconded by Riekels to approve the July 7, 2020 minutes passed unanimously by roll call vote following minor corrections requested by Reichardt.

Case 20-08: A request by Magennis Family Cottage, LLC (19305 North Shore Drive, parcel #70-03-19-226-005) and Gary F. Goode Trust (19323 North Shore Drive, parcel #70-03-19-226-034), Spring Lake, MI, 49456 for one (1) variance to the Grand Haven Zoning Ordinance related to the proposed installation of geo-tubes in the Beach Overlay District:

1. A variance from Section 40-423.03, shoreline protection measures. The requested variance is to allow for the installation of geo-tubes along the waterfront within the Beach Overlay District, where such arming of the shoreline is prohibited.

Howland read the case and provided a brief introduction, suggesting to the board members that they refer to the minutes of the July 7, 2020 meeting where a very similar case was presented.

Scott Timmer, representing both applicants, introduced himself. He stated that this request is the same variance granted to 7 nearby property owners. These two applicants are square in the center of the line of properties previously approved. Consents have been given by other parcels not highlighted. Mr. Timmer also noted that EGLE requires that geotubes be removed when the lake water recedes. The same contractor (Superior Groundcover) will be employed to do this installation, too.

Reichardt asked if Mr. Timmer expects to see applications from other properties along North Shore Drive, particularly the four shown on the map. Mr. Timmer has not been contacted to represent anyone else, and he doesn't know if they intend to file a similar variance request.

Reichardt asked that since this request is identical to the last application, can the board consider all 7 conditions as one motion. Howland stated that they can be taken as one vote, as long as each condition is discussed and the group determines that the reasons for approving the conditions at the prior meeting hold true for these two properties.

Chair Klukos opened the public hearing for the case.

Public Comment:

None.

Correspondence:

The City received no correspondence for this case.

Motion by McLaughlin, seconded by Kozanecki, to close the public portion of the case was carried unanimously by roll call vote.

The Board considered the variance request as it relates to the Basic Conditions.

- A. Klukos reviewed the discussion from July 7th. Motion by McLaughlin, seconded by Riekels, to approve Basic Condition A because the uniqueness of the high water level makes the request consistent with the public interest, and because those who may be affected have given consent, **passed** unanimously on roll call vote.
- B. All members believe it meets this condition, as the use is not subject to special land use review. Motion by Hohmeyer, seconded by McLaughlin, to approve Basic Condition B **passed** unanimously on roll call vote.
- C. Klukos reviewed the discussion from July 7th. Motion by Reichardt, seconded by Julien, to approve Basic Condition C because all property owners who could be affected by this have all consented and in order to help applicants save some of their shoreline during these high water times as discussed in our July 7th meeting. It is especially beneficial because they will adjoin adjacent properties. The motion **passed** unanimously on roll call vote.

- D. Klukos reviewed the discussion from July 7th. Motion by Hohmeyer, seconded by McLaughlin to approve Basic Condition D because we are experiencing record high water levels, **passed** unanimously on roll call vote.
- E. Klukos reviewed the discussion from July 7th. Reichardt stated that because there is no change from the prior request, he would support this condition. Motion by Reichardt, seconded by Julien, to approve Basic Condition E **passed** unanimously on roll call vote.
- F. Klukos reviewed the discussion from July 7th. Motion by Reichardt, seconded by Julien, to approve Basic Condition F because there is no reasonable alternative location where the geotubes would be effective, **passed** unanimously on roll call vote.
- G. Klukos reviewed the discussion from July 7th. Motion by McLaughlin, seconded by Hohmeyer, to approve Basic Condition G because this is the most reasonable use compared to a hard structure such as sheet piling or concrete **passed** unanimously on roll call vote.

Motion by Riekels to approve the variance request because it met all 7 Basic Conditions and subject to the five (5) conditions listed below. McLaughlin seconded the motion. The motion **passed** unanimously on roll call vote.

1. This is an extraordinary period of high water. The Geotubes will be allowed for a very temporary period. They must be dismantled immediately when lake levels go down.
2. This is not the first step towards permanent armament of the shoreline.
3. The applicants must comply with the plans as submitted to the Zoning Board of Appeals.
4. The applicants must comply with conditions of USACE and EGLE.
5. The applicants must comply with representations made during the meeting as recorded in the minutes.

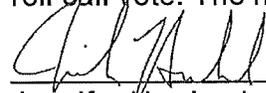
Call to the Audience – Second Opportunity

Howland informed the ZBA that the public hearing for the zoning ordinance update has been scheduled for September 22, 2020 at 7:00 pm.

Riekels asked what the status is of 300 North Beacon Blvd. Howland informed her that the City has not received a building permit application yet, but they have one year to move forward before the variance expires. Riekels also asked that code enforcement action take place on 101 S Beacon Blvd. She also stated that the exterior cladding materials on the Dairy Treat building are not appropriate and that material shouldn't be allowed in the future (fiber cement board siding). Klukos stated that the materials comply with the ordinance and everyone has a different opinion on what looks good. McLaughlin said he noted her comment and would bring that back to the Planning Commission.

Adjournment:

Motion by Hohmeyer, seconded by McLaughlin, to adjourn was unanimously approved by roll call vote. The meeting adjourned at 7:57 p.m.



Jennifer Howland, Community Development Manager

Attachment G

City of Grand Haven
Community Center
421 Columbus
Grand Haven, MI 49417
616-842-2550



TO: Pat McGinnis, City Manager
FROM: Char Seise, Community Affairs Manager
DATE: 9/29/2020
SUBJECT: Marina Seasonal Slip Assessment

This memo is a follow up to the City Council Work Session from 9/8/2020 to provide additional information on potential revenue for seasonal slips at the municipal marina.

I have attached the DNR Seasonal rate sheet for you. The DNR suggested that we consider the Rate 3 tier for the Grand Haven Municipal Marina. Based on the rates being charged at other local marinas, I would recommend that consideration be given to tier Rate 2, as Grand Haven is the premiere marina location along the lakeshore in West Michigan. Ultimately, the city would have to justify its position to the DNR and Michigan Waterways, when/if we move forward with changes in the municipal marina slip mix.

The transient slip revenue over the last five years has averaged \$140,261 annually. The projected revenue from the approved 2020/2021 budget for transient slips is \$155,000.00.

I estimate that 14 transient slips will generate \$78,132 which is an average of \$5,580 per slip (this rate will vary slightly based on the slip mix selected). If I average the rate of the 54 transient slips to the approved budget of \$155,000, the average slip rental fee is \$2870 per slip.

If a decision is made to add seasonal slips, I would recommend that we do 6 slips for boat lengths from 60-75 ft. and 6 slips that are 38-42 ft. and 2 slips that are 25-26 ft. This recommendation is based on occupancy reports over the last five years. As I stated in the work session "blue collar boaters" are the weekend population that gets together in the floating slips (32-53) and are most occupied during the season.

Other impacts to take into consideration:

The municipal marina is utilized by transient boaters as well as a variety of groups and clubs which may be impacted by a slip mix change:

- 4th of July Fundraiser to support the fireworks has used slips 1-15 (\$1000 donation for a 4 night/5 day stay)
- Coast Guard Festival has used slips 1-23
- Riviera Yacht Club, Grand Haven Offshore Fishing Challenge, Queen's Cup, W.M. Offshore, Singapore Yacht Club, Anchorage Cup and Salmon Festival

If you need any additional information, please let me know.

City of Grand Haven

Community Center
421 Columbus
Grand Haven, MI 49417
616-842-2550



TO: Pat McGinnis, City Manager
FROM: Char Seise, Community Affairs Manager
DATE: 9/15/2020
SUBJECT: Marina Seasonal Slip Assessment

Overview:

The Grand Haven Municipal Marina operates from mid-May through mid-October. If weather permits, Charter Captains begin operation as early as April 1st. Day to day operations of the marina are handled by a seasonal staff of nine, including two crew leaders.

During a typical season, the marina hosts a variety of groups for fishing tournaments, regattas and power boating events. Overall occupancy rates at the marina are 38% with the highest occupancy months being July and August at 55% and Fridays and Saturdays being the busiest days of the week.

In 2020, it was determined that high water levels made it unsafe for boaters to moor along the seawall. The marina offered 4 hour comp slips, and we had over 525 registered comp slip users (as of 8/31/2020). Based on occupancy we offered comp slips Monday-Thursday and no comps on weekends. If boaters called for comp slips on the weekends, staff was asked to offer open slips for the normal overnight rate and many boaters willingly paid the fee. The largest percentage of comp slip users came from the 49456 zip code.

The marina fund has been impacted significantly over the last two seasons due to the lost revenue from the boat launch, unexpected dock repairs and the 2019 audit that revealed a balance due to the Public Improvement Fund. In FY2019 City Council approved a marina debt elimination plan to satisfy the State's requirements, including a commitment to transfer funds from the General Fund to cover the deficit balance in the amount of \$100,000 in FY 2019/2020 and \$80,000 in FY 2020/2021.

The challenges continued for the 2020/2021 season with COVID-19, high water impacts and electrical issues. Charter Captains were unable to occupy their normal slips due to electrical issues and were moved to the fixed docks temporarily until repairs could be made. With the high water levels, it took a significantly longer period of time than anticipated for the electrical repairs and all Charter boats were moved back to their normal location on July 3rd.

Despite all of these challenges, 2020 was an exceptional boating season, with great

weather and many people working from home due to COVID, so there were many “staycationers” at the marina. July and August were, outstanding months, with August transient revenue recorded at \$36,836, the largest revenue month of the last three years.

During a City Council meeting in the summer of 2020, it was suggested that we research creative opportunities for increasing revenue at the marina, one of which include diversifying the slip mix with seasonal slips.

I contacted the DNR and was informed that the City may consider changing the slip mix to include the seasonal option, as long as there were no contract restrictions from previous grants (which there are none). We are also required to obtain the approval of the Michigan Waterways Commission and the DNR for any changes to the slip mix. As a grant in aid harbor, we are limited to having a maximum slip mix of 50% commercial/seasonal and 50% transient.

Analysis:

Current slip mix includes:

- 16 Charter Slips
- 4 Commercial Slips (Sun & Sport, GH Cycle Boat)
- 49 Transient Slips (Fixed Slips 1-28, Floating Slips 32-53)
- *Transient slips are not numbered consecutively from 1-53

For this example, I used 2019 revenue and averaged the income per slip type and then averaged the per slip revenue based off the number of slips in each slip type.

2019 REVENUE BY SLIP LENGTH	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	TOTALS	AVERAGE	DNR RATE 3
0-19 FT. (1)	\$ 148.00	\$ 185.00	\$ 407.00	\$ 851.00	\$ 74.00	\$ -	\$ 1,665.00	\$1,665.00	\$ 1,880.00
20-29 FT. (9)	\$ 2,762.50	\$ 5,185.00	\$ 9,520.00	\$ 8,578.00	\$ 7,930.00	\$ -	\$33,975.50	\$3,775.00	\$ 2,350.00
30-39 FT. (18 SLIPS)	\$ 3,277.50	\$ 6,441.00	\$ 11,808.50	\$ 9,392.50	\$ 8,983.50	\$ 282.50	\$40,185.50	\$2,232.50	\$ 3,008.00
40-49 FT. (11 SLIPS)	\$ 4,331.00	\$ 7,753.00	\$ 13,419.00	\$ 10,445.50	\$ 8,804.00	\$ 639.00	\$45,391.50	\$4,126.50	\$ 3,948.00
50+ FT. (10 SLIPS)	\$ 1,443.00	\$ 3,774.00	\$ 4,329.00	\$ 9,324.00	\$ 5,550.00	\$ 555.00	\$24,975.00	\$2,497.50	\$ 5,640.00

Conclusion:

Average income in all but two scenarios generates more revenue with transient use than with the seasonal DNR RATE 3, which is the suggested rate the DNR suggests as reasonable for the Grand Haven Municipal Marina. In the above scenario, it seems that the larger slips could generate more secure revenue if we offered a seasonal option.

Next Steps:

If City Council wants to offer seasonal slips a formal request is required to be submitted with justification for the change to the Michigan Waterways Commission and the Department of Natural Resources for their October meeting and would need to address the following:

- Would a change in the slip mix benefit the City of Grand Haven financially?
- Would a change in the slip mix negatively impact the transient boaters?

- Would an approval of a slip variance negatively impact another local facility?

Other options for consideration to increase marina fund revenue:

- Allow dinghy's to dock on the seawall and charge \$10
- Continue to use the marina for 4 hour "comp slips" but charge a nominal fee, based on the boat size. A fee of \$10-\$20 would generate \$5000-\$7500 in revenue annually
- Work with a local business college to create a Marina store
 - Logo Contest
 - Create Grand Haven Marina gear to sell t-shirts, hats, bags etc.
 - Sell other marine related products
 - Sell DNR Parks Coffee