

**The City of Potterville Tax Increment Finance Authority**

**Potterville City Hall, 319 N. Nelson Street – (517) 645-7641 – [www.pottervillemi.org](http://www.pottervillemi.org)**

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**TIFA MEETING AGENDA**

**Monday, August 10<sup>th</sup> 2026 at 5:30 p.m.**

**A. Call the Meeting to Order:**

**B. Pledge of Allegiance.**

**C. Roll Call:** Members Bob Nichols, Rudy Othmer, Joseph Bristol Jr., Judy Lenneman, Jon McNett, Elizabeth Ross, Ronald Norman.

1. Members Present: \_\_\_\_\_

2. Members Absent: \_\_\_\_\_

**D. Agenda Approval:**

**E. Approval of Minutes:** Draft Meeting Minutes of July 13<sup>th</sup> 2026.

**F. Approval of Bills: \$10,688.33**

**G. Public Comment:** Items on the Agenda.

**H. Old Business:** None.

**I. New Business:**

1. Grant Agreement for DNR Trust Fund Development Project TF25-0009

**J. Public Comment:** Items not on the Agenda.

**K. Communications from Board Members:**

**L. Next Meeting:** September 14<sup>th</sup> 2026 at 5:30 p.m.

**M. Administrative Report:** In attendance.

**N. Excuse absent Members:**

**O. Meeting Adjourn:**

**Pottersville TIFA Board Minutes**  
Monday, July 13, 2026  
@ 5:30 p.m. – Pottersville City Hall, 319 N. Nelson Street

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Meeting was called to order by B. Nichols at 5:30 p.m.

Pledge of Allegiance was recited by all.

**Roll Call:**     **Present:** B. Nichols, R. Norman, L. Ross, J. Lenneman, and R. Othmer.  
                  **Absent:** J. Bristol, and J. McNett.

**Agenda Approval:** Motion by Member Norman to approve the agenda, seconded by Member Ross. Motion carried (5-0-2).

**Approval of Minutes:** Motion by Member Norman to approve the minutes from June 8, 2026, seconded by Member Othmer. Motion carried (5-0-2).

**Approval of Bills:** Motion by Member Norman to pay bills totaling \$12,850.83, seconded by Member Ross. Motion carried (5-0-2).

**Public Comment:** N/A

**Old Business:** N/A

**New Business:**

1. Board discusses Imagination Station Design Plans with plans to implement given to Director.

**Public Comment:** N/A

**Communications from Board:** N/A

**Next Meeting:** Monday, August 10, 2026 at 5:30 p.m.

**Administrative Report:** In attendance.

**Motion to Excuse Absent Members:** Motion by Member Norman to excuse Members Bristol and McNett, seconded by Member Ross. Motion carried (5-0-2).

**Motion to Adjourn:** Meeting adjourned by Member Bristol at 6:45 p.m.

Respectfully submitted,  
Kayla Schwartz, TIFA Secretary

Approved by TIFA Board \_\_\_\_\_, 2026.

08/04/2026 08:45 AM  
User: JWest  
DB: Potterville

CUSTOM INVOICE REPORT FOR CITY OF POTTERVILLE  
EXP CHECK RUN DATES 06/19/2026 - 08/10/2026  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN  
BANK CODE: TIFA

| INVOICE<br>NUMBER           | DESCRIPTION                                          | AMOUNT    |
|-----------------------------|------------------------------------------------------|-----------|
| VENDOR NAME: JODI WEST      |                                                      |           |
| AUG 2026                    | FINANCIAL SECRETARIAL DUTIES MONTH OF<br>AUGUST 2026 | 333.33    |
| TOTAL VENDOR JODI WEST      |                                                      | 333.33    |
| VENDOR NAME: KAYLA SCHWARTZ |                                                      |           |
| AUG 2026                    | SECRETARIAL DUTIES MONTH OF AUG 2026                 | 75.00     |
| TOTAL VENDOR KAYLA SCHWARTZ |                                                      | 75.00     |
| VENDOR NAME: WIGHTMAN       |                                                      |           |
| 104818                      | PROFESSIONAL SERVICES-CITY PARK                      | 2,680.00  |
| 104817                      | PROFESSIONAL SERVICES- LAKE ALLIANCE                 | 5,430.00  |
| 104819                      | CITY PARK PROFESSIONAL SERVICES                      | 2,170.00  |
| TOTAL VENDOR WIGHTMAN       |                                                      | 10,280.00 |
| GRAND TOTAL:                |                                                      | 10,688.33 |

08/03/2026 09:30 AM  
User: JWest  
DB: Potterville

BANK RECONCILIATION FOR CITY OF POTTERVILLE  
Bank TIFA (TIFA)  
FROM 07/01/2026 TO 07/31/2026  
Reconciliation Record ID: 381

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| GL Number       | Description                  | Beginning Balance |
|-----------------|------------------------------|-------------------|
| 247-000-001.000 | CASH                         | 76,634.67         |
| 247-000-003.000 | CASH-CERTIFICATES OF DEPOSIT | 175,000.00        |

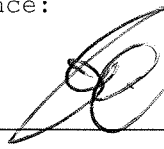
|                            |             |
|----------------------------|-------------|
| Beginning GL Balance:      | 251,634.67  |
| Less: Cash Disbursements   | (12,850.83) |
| Add: Journal Entries/Other | 36.59       |
| Ending GL Balance:         | 238,820.43  |

| GL Number       | Description                  | Ending Balance |
|-----------------|------------------------------|----------------|
| 247-000-001.000 | CASH                         | 63,820.43      |
| 247-000-003.000 | CASH-CERTIFICATES OF DEPOSIT | 175,000.00     |

|                    |            |
|--------------------|------------|
| Ending GL Balance: | 238,820.43 |
|--------------------|------------|

|                               |            |
|-------------------------------|------------|
| Ending Bank Balance:          | 238,820.43 |
| Add: Deposits in Transit      | 0.00       |
| Less: 0 AP Outstanding Checks |            |
| Less: 0 PR Outstanding Checks |            |

|                          |            |
|--------------------------|------------|
| Adjusted Bank Balance    | 238,820.43 |
| Unreconciled Difference: | 0.00       |

REVIEWED BY: 

DATE: 8-4-26

User: JWest

DB: Potterville

PERIOD ENDING 07/31/2026

## TIFA

|                    |                               | BALANCE           |                | END BALANCE       |
|--------------------|-------------------------------|-------------------|----------------|-------------------|
|                    |                               | 07/31/2025        | 2026-27        | 07/31/2026        |
| GL NUMBER          | DESCRIPTION                   | NORMAL (ABNORMAL) | AMENDED BUDGET | NORMAL (ABNORMAL) |
| Assets             |                               |                   |                |                   |
| 247-000-001.000    | CASH                          | 51,157.71         |                | 63,820.43         |
| 247-000-003.000    | CASH-CERTIFICATES OF DEPOSIT  | 100,000.00        |                | 175,000.00        |
| TOTAL ASSETS       |                               | 151,157.71        |                | 238,820.43        |
| Fund Equity        |                               |                   |                |                   |
| 247-000-390.000    | FUND BALANCE                  | 173,521.13        |                | 173,521.13        |
| TOTAL FUND EQUITY  |                               | 173,521.13        |                | 173,521.13        |
| Revenues           |                               |                   |                |                   |
| 247-728-401.000    | PROPERTY TAXES                | 0.00              | 205,000.00     | 0.00              |
| 247-728-573.000    | LOCAL COMMUNITY STABILIZATION | 0.00              | 23,000.00      | 0.00              |
| 247-728-579.200    | GRANT REVENUE - LOCAL         | 0.00              | 343,000.00     | 0.00              |
| 247-728-665.000    | INTEREST INCOME               | 42.91             | 4,400.00       | 36.59             |
| TOTAL REVENUES     |                               | 42.91             | 575,400.00     | 36.59             |
| Expenditures       |                               |                   |                |                   |
| 247-728-703.005    | WAGES - OTHER                 | 408.33            | 5,150.00       | 408.33            |
| 247-728-727.000    | OFFICE EXPENSE                | 0.00              | 1,150.00       | 0.00              |
| 247-728-731.000    | PUBLICATION                   | 0.00              | 300.00         | 0.00              |
| 247-728-801.000    | ATTORNEY                      | 0.00              | 500.00         | 0.00              |
| 247-728-803.000    | ENGINEERS FEES                | 0.00              | 18,000.00      | 0.00              |
| 247-728-807.000    | AUDIT                         | 0.00              | 4,800.00       | 0.00              |
| 247-728-823.000    | GRANT PROJECTS                | 0.00              | 535,200.00     | 0.00              |
| 247-728-881.000    | K9 EXPENSES                   | 0.00              | 8,000.00       | 0.00              |
| 247-728-970.000    | CAPITAL OUTLAY                | 21,998.00         | 0.00           | 0.00              |
| 247-728-990.100    | DRAIN ASSESSMENT- COUNTY      | 0.00              | 22,000.00      | 0.00              |
| 247-728-992.000    | BOND PRINCIPAL                | 0.00              | 60,000.00      | 0.00              |
| 247-728-993.000    | BOND INTEREST                 | 0.00              | 7,811.00       | 0.00              |
| TOTAL EXPENDITURES |                               | 22,406.33         | 662,911.00     | 408.33            |
| Total - All Funds: |                               | 0.00              | 87,511.00      | 65,671.04         |

08/04/2026 08:49 AM  
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DB: Potterville

CASH SUMMARY BY FUND FOR CITY OF POTTERVILLE  
FROM 07/01/2025 TO 07/31/2026  
FUND: 247  
CASH ACCOUNTS

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| Fund | Description                    | Beginning<br>Balance<br>07/01/2025 | Total<br>Debits | Total<br>Credits | Ending<br>Balance<br>07/31/2026 |
|------|--------------------------------|------------------------------------|-----------------|------------------|---------------------------------|
| 247  | TAX INCREMENT FINANCING AUTHOR | 173,521.13                         | 507,073.60      | 441,774.30       | 238,820.43                      |

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DB: Potterville

MONTHLY BALANCES REPORT FOR CITY OF POTTERVILLE  
FROM 07/01/2026 TO 07/31/2026  
Bank code: TIFA - TIFA  
Account Category: Cash

Page: 1/1

| GL #                                         | DESCRIPTION | NET ACTIVITY | BALANCE    |
|----------------------------------------------|-------------|--------------|------------|
|                                              |             | DR (CR)      | DR (CR)    |
| 247-000-001.000 CASH                         |             | Beg. Balance | 76,634.67  |
| July                                         |             | (12,814.24)  | 63,820.43  |
| End Balance 07/31/2026                       |             | (12,814.24)  | 63,820.43  |
| 247-000-003.000 CASH-CERTIFICATES OF DEPOSIT |             | Beg. Balance | 175,000.00 |
| July                                         |             | 0.00         | 175,000.00 |
| End Balance 07/31/2026                       |             | 0.00         | 175,000.00 |

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 DB: Potterville

REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE

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PERIOD ENDING 07/31/2026

| GL NUMBER                                  | DESCRIPTION                   | END BALANCE       | 2026-27     |                | YTD BALANCE       | ACTIVITY FOR        |
|--------------------------------------------|-------------------------------|-------------------|-------------|----------------|-------------------|---------------------|
|                                            |                               | 06/30/2026        | ORIGINAL    | 2026-27        | 07/31/2026        | MONTH 07/31/2026    |
|                                            |                               | NORMAL (ABNORMAL) | BUDGET      | AMENDED BUDGET | NORMAL (ABNORMAL) | INCREASE (DECREASE) |
| Fund 247 - TAX INCREMENT FINANCING AUTHOR  |                               |                   |             |                |                   |                     |
| Revenues                                   |                               |                   |             |                |                   |                     |
| Dept 728 - TIFA DEPT                       |                               |                   |             |                |                   |                     |
| 247-728-401.000                            | PROPERTY TAXES                | 203,253.71        | 205,000.00  | 205,000.00     | 0.00              | 0.00                |
| 247-728-573.000                            | LOCAL COMMUNITY STABILIZATION | 22,412.63         | 23,000.00   | 23,000.00      | 0.00              | 0.00                |
| 247-728-579.200                            | GRANT REVENUE - LOCAL         | 0.00              | 343,000.00  | 343,000.00     | 0.00              | 0.00                |
| 247-728-665.000                            | INTEREST INCOME               | 4,518.78          | 4,400.00    | 4,400.00       | 36.59             | 36.59               |
| Total Dept 728 - TIFA DEPT                 |                               | 230,185.12        | 575,400.00  | 575,400.00     | 36.59             | 36.59               |
| TOTAL REVENUES                             |                               | 230,185.12        | 575,400.00  | 575,400.00     | 36.59             | 36.59               |
| Expenditures                               |                               |                   |             |                |                   |                     |
| Dept 728 - TIFA DEPT                       |                               |                   |             |                |                   |                     |
| 247-728-703.005                            | WAGES - OTHER                 | 4,899.98          | 5,150.00    | 5,150.00       | 408.33            | 408.33              |
| 247-728-727.000                            | OFFICE EXPENSE                | 1,025.00          | 1,150.00    | 1,150.00       | 0.00              | 0.00                |
| 247-728-731.000                            | PUBLICATION                   | 0.00              | 300.00      | 300.00         | 0.00              | 0.00                |
| 247-728-801.000                            | ATTORNEY                      | 0.00              | 500.00      | 500.00         | 0.00              | 0.00                |
| 247-728-803.000                            | ENGINEERS FEES                | 21,539.70         | 18,000.00   | 18,000.00      | 0.00              | 0.00                |
| 247-728-807.000                            | AUDIT                         | 4,400.00          | 4,800.00    | 4,800.00       | 0.00              | 0.00                |
| 247-728-823.000                            | GRANT PROJECTS                | 0.00              | 535,200.00  | 535,200.00     | 0.00              | 0.00                |
| 247-728-881.000                            | K9 EXPENSES                   | 0.00              | 8,000.00    | 8,000.00       | 0.00              | 0.00                |
| 247-728-970.000                            | CAPITAL OUTLAY                | 45,883.93         | 0.00        | 0.00           | 0.00              | 0.00                |
| 247-728-990.100                            | DRAIN ASSESSMENT- COUNTY      | 21,309.22         | 22,000.00   | 22,000.00      | 0.00              | 0.00                |
| 247-728-992.000                            | BOND PRINCIPAL                | 55,000.00         | 60,000.00   | 60,000.00      | 0.00              | 0.00                |
| 247-728-993.000                            | BOND INTEREST                 | 10,456.25         | 7,811.00    | 7,811.00       | 0.00              | 0.00                |
| Total Dept 728 - TIFA DEPT                 |                               | 164,514.08        | 662,911.00  | 662,911.00     | 408.33            | 408.33              |
| TOTAL EXPENDITURES                         |                               | 164,514.08        | 662,911.00  | 662,911.00     | 408.33            | 408.33              |
| Fund 247 - TAX INCREMENT FINANCING AUTHOR: |                               |                   |             |                |                   |                     |
| TOTAL REVENUES                             |                               | 230,185.12        | 575,400.00  | 575,400.00     | 36.59             | 36.59               |
| TOTAL EXPENDITURES                         |                               | 164,514.08        | 662,911.00  | 662,911.00     | 408.33            | 408.33              |
| NET OF REVENUES & EXPENDITURES             |                               | 65,671.04         | (87,511.00) | (87,511.00)    | (371.74)          | (371.74)            |

REVENUE AND EXPENDITURE REPORT FOR CITY OF POTTERVILLE  
 Balances as of 07/31/2026

Fund 247 - TAX INCREMENT FINANCING AUTHOR

| Account                          | Description                                 | 2026-27<br>Amended Budget | YEAR-TO-DATE<br>THRU 07/31/26 | Available<br>Balance | %<br>Used |
|----------------------------------|---------------------------------------------|---------------------------|-------------------------------|----------------------|-----------|
| Revenues                         |                                             |                           |                               |                      |           |
| Department 728: TIFA DEPT        |                                             |                           |                               |                      |           |
| 401.000                          | PROPERTY TAXES                              | 205,000.00                | 0.00                          | 205,000.00           | 0.00      |
| 573.000                          | LOCAL COMMUNITY STABILIZATION               | 23,000.00                 | 0.00                          | 23,000.00            | 0.00      |
| 579.200                          | GRANT REVENUE - LOCAL                       | 343,000.00                | 0.00                          | 343,000.00           | 0.00      |
| 665.000                          | INTEREST INCOME                             |                           |                               |                      |           |
| 07/31/2026                       | GJ INTEREST MONTH OF JULY 2026              |                           | 137464 36.59 JE# 8024         |                      |           |
| 665.000                          | INTEREST INCOME                             | 4,400.00                  | 36.59                         | 4,363.41             | 0.83      |
| Total - Dept 728                 |                                             | 575,400.00                | 36.59                         | 575,363.41           | 0.01      |
| Total Revenues                   |                                             | 575,400.00                | 36.59                         | 575,363.41           | 0.01      |
| Expenditures                     |                                             |                           |                               |                      |           |
| Department 728: TIFA DEPT        |                                             |                           |                               |                      |           |
| 703.005                          | WAGES - OTHER                               |                           |                               |                      |           |
| 07/13/2026                       | AP FINANCIAL SECRETARY DUTIES MONTH OF JULY |                           | 137149 333.33                 |                      |           |
| 07/13/2026                       | AP SECRETARIAL DUTIES MONTH OF JULY 2026    |                           | 137150 75.00                  |                      |           |
| 703.005                          | WAGES - OTHER                               | 5,150.00                  | 408.33                        | 4,741.67             | 7.93      |
| 727.000                          | OFFICE EXPENSE                              | 1,150.00                  | 0.00                          | 1,150.00             | 0.00      |
| 731.000                          | PUBLICATION                                 | 300.00                    | 0.00                          | 300.00               | 0.00      |
| 801.000                          | ATTORNEY                                    | 500.00                    | 0.00                          | 500.00               | 0.00      |
| 803.000                          | ENGINEERS FEES                              | 18,000.00                 | 0.00                          | 18,000.00            | 0.00      |
| 807.000                          | AUDIT                                       | 4,800.00                  | 0.00                          | 4,800.00             | 0.00      |
| 823.000                          | GRANT PROJECTS                              | 535,200.00                | 0.00                          | 535,200.00           | 0.00      |
| 881.000                          | K9 EXPENSES                                 | 8,000.00                  | 0.00                          | 8,000.00             | 0.00      |
| 990.100                          | DRAIN ASSESSMENT- COUNTY                    | 22,000.00                 | 0.00                          | 22,000.00            | 0.00      |
| 992.000                          | BOND PRINCIPAL                              | 60,000.00                 | 0.00                          | 60,000.00            | 0.00      |
| 993.000                          | BOND INTEREST                               | 7,811.00                  | 0.00                          | 7,811.00             | 0.00      |
| Total - Dept 728                 |                                             | 662,911.00                | 408.33                        | 662,502.67           | 0.06      |
| Total Expenditures               |                                             | 662,911.00                | 408.33                        | 662,502.67           | 0.06      |
| NET OF REVENUES AND EXPENDITURES |                                             | (87,511.00)               | (371.74)                      | (87,139.26)          |           |



# PRELIMINARY ESTIMATE

PROJECT: **234260 - Lake Alliance Park Improvements**  
 CLIENT: **City of Pottersville**  
 DATE: **September 30, 2025**

This project would extend the non-motorized path from the existing path along Alliance Drive to Lansing Road. This project includes approximately 900 feet of shared use path, two (2) pickleball courts, removal and replacement of the boat launch and dock, two (2) parking lots with ADA parking, permanent signage, landscaping, and restoration. This project would improve ADA accessibility to both existing and proposed features located throughout the park.

|                                             |   |              |              |
|---------------------------------------------|---|--------------|--------------|
| 1 L.S. Mobilization                         | @ | \$ 38,900.00 | \$ 38,900.00 |
| 1 L.S. Traffic Control                      | @ | 9,400.00     | 9,400.00     |
| 2 EA Tree, Rem, 6 inch to 18 inch           | @ | 500.00       | 1,000.00     |
| 1 EA Culv, Rem, Less than 24 inch           | @ | 1,000.00     | 1,000.00     |
| 24 LFT Culv, CI E, 12 inch                  | @ | 100.00       | 2,400.00     |
| 8 LFT Culv, CI E, 24 inch                   | @ | 125.00       | 1,000.00     |
| 2 EA Culv End Sect, 12 inch                 | @ | 500.00       | 1,000.00     |
| 1 EA Culv End Sect, 24 inch                 | @ | 1,000.00     | 1,000.00     |
| 20 SYD HMA Surface, Rem                     | @ | 15.00        | 300.00       |
| 20 SYD Pavt, Rem                            | @ | 20.00        | 400.00       |
| 1 L.S. Grading & Earth Excavation           | @ | 15,000.00    | 15,000.00    |
| 100 CYD Subgrade Undercutting               | @ | 25.00        | 2,500.00     |
| 80 CYD Subbase, CIP                         | @ | 20.00        | 1,600.00     |
| 1,625 SYD Aggregate Base, 8 inch            | @ | 15.00        | 24,375.00    |
| 900 LFT Ditching                            | @ | 10.00        | 9,000.00     |
| 900 LFT Shared use Path, Grading            | @ | 20.00        | 18,000.00    |
| 180 TON Shared use Path, HMA                | @ | 120.00       | 21,600.00    |
| 60 SYD Shared use Path, Concrete            | @ | 50.00        | 3,000.00     |
| 100 TON HMA, 4EL                            | @ | 120.00       | 12,000.00    |
| 65 SYD Conc Pavt, Nonreinf, 6 inch          | @ | 50.00        | 3,250.00     |
| 3,000 SFT Sidewalk, Conc, 4 inch            | @ | 6.00         | 18,000.00    |
| 150 SFT Curb Ramp, Conc, 6 inch             | @ | 8.00         | 1,200.00     |
| 32 LFT Detectable Warning Surface, Modified | @ | 50.00        | 1,600.00     |
| 50 SYD Concrete Footing                     | @ | 60.00        | 3,000.00     |
| 2 EA Pickleball Court                       | @ | 40,000.00    | 80,000.00    |
| 1 L.S. Fencing                              | @ | 20,000.00    | 20,000.00    |
| 1 L.S. Boat Launch Removal                  | @ | 5,000.00     | 5,000.00     |
| 1 L.S. Boat Launch, Furnish and Install     | @ | 60,000.00    | 60,000.00    |
| 1 L.S. Dock, Furnish and Install            | @ | 20,000.00    | 20,000.00    |
| 1 EA Interpretive Sign                      | @ | 4,000.00     | 4,000.00     |
| 3 EA Bench                                  | @ | 2,500.00     | 7,500.00     |
| 2 EA Picnic Table                           | @ | 3,000.00     | 6,000.00     |
| 1 EA Bike Rack                              | @ | 2,000.00     | 2,000.00     |
| 2 EA Trash Receptacle                       | @ | 1,500.00     | 3,000.00     |

# PRELIMINARY ESTIMATE

|       |      |                                |   |          |           |
|-------|------|--------------------------------|---|----------|-----------|
| 4     | EA   | Fishing Line Recycling Station | @ | 250.00   | 1,000.00  |
| 1     | L.S. | Pavement Markings              | @ | 2,550.00 | 2,550.00  |
| 1     | L.S. | Permanent Signage              | @ | 2,550.00 | 2,550.00  |
| 3,000 | SYD  | Restoration                    | @ | 6.00     | 18,000.00 |
| 1     | L.S. | Landscaping                    | @ | 6,000.00 | 6,000.00  |

|                                             |     |    |            |
|---------------------------------------------|-----|----|------------|
| <b>SUBTOTAL ESTIMATED CONSTRUCTION COST</b> |     | \$ | 428,125.00 |
| <i>Construction Contingency</i>             | 10% |    | 42,856.25  |
| <i>Engineering</i>                          | 15% |    | 64,218.75  |

**TOTAL ESTIMATED PROJECT COST** **\$ 535,200.00**

|                                                             |      |    |            |
|-------------------------------------------------------------|------|----|------------|
| Local Cash (City of Potterville Funds)                      | 28%  | \$ | 150,000.00 |
| Local Force Account (City of Potterville Labor & Materials) | 8%   | \$ | 42,200.00  |
| Cash Donation (Eaton County Grant)                          | 14%  | \$ | 75,400.00  |
| MDNR MNRTF Grant                                            | 50%  | \$ | 267,600.00 |
|                                                             | 100% | \$ | 535,200.00 |

# City of Potterville

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641  
Fax: (517) 645-7810 ♦ www.pottervillemi.org

## RESOLUTION NO. 26-0820-09

At a regular meeting of the City Council of the City of Potterville, Eaton County, Michigan, held at the City Hall in said City on the 20th day of August, 2026, at 6:00 p.m.

**Present:**

**Absent:**

The following Resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POTTERVILLE (THE CITY) TO  
ACCEPT THE MICHIGAN NATURAL RESOURCES TRUST FUND DEVELOPMENT  
PROJECT AGREEMENT AS ENCLOSED AS “EXHIBIT A” AND TO COMMIT TO THE  
GRANT MATCH OF \$267,600 AS STATED IN THE GRANT AGREEMENT BETWEEN THE  
CITY AND THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES FOR THE “Lake  
Alliance Park Improvements” GRANT PROJECT #TF25-0009.**

WHEREAS, the City has successfully applied to the Michigan Natural Resources Trust Fund Grant Program with grant application #TF25-0009 and accepts terms and conditions of the Michigan Natural Resources Trust Fund Development Project Agreement as provided by the DNR to the City as enclosed as “Exhibit A;” and

WHEREAS, the City commits to the grant match amount of \$267,600 for its grant application #TF25-0009 as stated in the Agreement as provided by the DNR to the City as enclosed as “Exhibit A”;

NOW THEREFORE, BE IT RESOLVED, the City accepts the Michigan Natural Resources Trust Fund Development Project Agreement as enclosed as “Exhibit A” and commits to the grant match amount of \$267,600 Michigan Natural Resources Trust Fund Grant Project #TF25-0009 entitled “Lake Alliance Park Improvements.”

Those Council Members voted:

**Yeas:**

**Nays:** None

**Absent:** None

RESOLUTION DECLARED ADOPTED:

STATE OF MICHIGAN

COUNTY OF EATON

# City of Potterville

---

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641  
Fax: (517) 645-7810 ♦ [www.pottervillemi.org](http://www.pottervillemi.org)

## CLERK'S CERTIFICATE

I, Becky Dolman, the duly qualified and acting City Clerk of the City of Potterville, Eaton County Michigan DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceeding taken by the City Council of said City at regular meeting held on the Thursday, August 20<sup>th</sup> 2026.

*Becky Dolman*

City Clerk

# City of Potterville

---

319 N. Nelson St. ♦ PO Box 488 ♦ Potterville, MI 48876 ♦ Phone: (517) 645-7641  
Fax: (517) 645-7810 ♦ [www.pottervillemi.org](http://www.pottervillemi.org)

“EXHIBIT A”



## Michigan Natural Resources Trust Fund Development Project Agreement

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between **City of Potterville** in the county of **Eaton County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **21 of 2026**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Lake Alliance Park Improvements Project #: TF25-0009

Grant Amount: \$267,600.00 50% PROJECT TOTAL: \$535,200.00

Match Amount: \$267,600.00 50%

Start Date:                      Date of Execution by DEPARTMENT End Date: 07/24/2028

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/22/2026 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

### GRANTEE

SIGNED \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

EXG6TFKE9EN8

Unique Entity Identifier

CV0048560 001

SIGMA Vendor Number

SIGMA Address Code

### MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

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

Christie Bayus, Grants Section Manager

\_\_\_\_\_  
Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through [www.michigan.gov/dnr-grants](http://www.michigan.gov/dnr-grants), unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

## **GRANTEE CONTACT**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

## **DEPARTMENT CONTACT**

\_\_\_\_\_  
MNRTF Grant Program Manager

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Grants Management/DNR Finance & Operations

\_\_\_\_\_  
Organization

\_\_\_\_\_  
525 W. Allegan Street, Lansing, MI 48933

\_\_\_\_\_  
Address

\_\_\_\_\_  
P.O. Box 30425, Lansing, MI 48909

\_\_\_\_\_  
Address

\_\_\_\_\_  
517-284-7268

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
DNR-Grants@michigan.gov

\_\_\_\_\_  
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF25-0009** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/24/2026** through **07/24/2028**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 6' wide or more  
Bench(es)  
Bike Rack(s)  
Boating Launch or Ramp  
Fishing Line Recycling Tube  
Landscaping  
Paved ADA Parking Space(s)  
Pickleball Court  
Recycle Bin(s)  
Signage  
Trail 8' wide or more  
Trash Bin(s)

6. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%) of Five Hundred Thirty-Five Thousand Two Hundred dollars (\$535,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Sixty-Seven Thousand Six Hundred dollars (\$267,600.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Two Hundred Sixty-Seven Thousand Six Hundred dollars (\$267,600.00)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
  - vii. Bury all new utilities within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the

DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , to regulate the use thereof to the satisfaction of the DEPARTMENT , and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
  - f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement ; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2026** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant

change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement .
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section , the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received an exemption from the DEPARTMENT before the execution of this Agreement , and
  - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement .
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate , therefore:
  - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD . Any such action will require mitigation approved by the DEPARTMENT and the BOARD , including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT .
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area .
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this

Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- Terminate this Agreement; and/or
  - Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
  - Require repayment of grant funds already paid to GRANTEE; and/or
  - Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the

SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

“RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$ \_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date