



Request for Proposals  
Commercial Charter Excursions Business  
Chinook Pier Charter Docks

Grand Haven Municipal Marina  
City of Grand Haven  
Grand Haven, Michigan

Request for Proposals

**September 12, 2024**

**Responses Due**

**10:00 AM**

**October 9, 2024**

Offered by:

City of Grand Haven

Brian Jarosz- Waterfront and Events Manager

(616) 847-3493- Office

[bjarosz@grandhaven.org](mailto:bjarosz@grandhaven.org)

# Commercial Charter Excursions Business RFP

## Intent

The City of Grand Haven is requesting proposals from persons or firms interested in operating a commercial charter excursions business in the Grand Haven Municipal Marina Chinook Pier Charter Docks. The City offers the use of the dock in exchange for a license fee as outlined in the attached license agreement between the operator and the City of Grand Haven.

The successful firm will be allowed to operate a charter excursions business, with a vessel not to exceed 60ft. from April 1 through October 31 annually. Operators must be available 7 days per week to offer charter excursion experiences.

## Required Services:

The successful firm will be allowed to have one dock box and one cart used for business purposes and to maintain the slip in a manner that is safe for customers, guests, and visitors and in accordance with the License Agreement.

## Submittal of Proposal

a. Please provide the following information in a narrative describing your firm's qualifications and experience:

1. Names and qualifications of persons (Charter Captain and boat owner if different from captain) who would be directly involved in the day to day operations
2. General information about your firm's capabilities and experience
3. List similar operations managed by the applicant or firm
4. Provide a copy of your Charter License and Coast Guard Inspections, and Liability Insurance
5. Describe the general business approach to operating the charter excursion operation
6. Two photographs, a description of the vessel and any marketing materials
7. A cashier's check made out to the City of Grand Haven in the amount of \$500 dollars (this check will be returned if applicant is not selected)

b. Include a Proposal Response Form (attached). This form is required for submitting a proposal.

c. Sealed proposals will be received until October 9, 2024 at 10:00 AM. in the Clerk's Office of the City of Grand Haven, 519 Washington Ave., Grand Haven. Proposals shall be sealed and shall have the name and address of the person or firm and "Chinook Pier Charter Proposal" written on the outside of the envelope. All proposals shall be in accordance with and upon the Proposal Response Form included in this document.

d. Sealed proposals will be opened publicly at 10:00 AM., October 9, 2024 in City Council Chambers, located at 519 Washington Ave.

**Proposals may not be submitted or modified after this deadline.**

**Proposals Due**

**October 9, 2024 by 10:00 AM**

**BID OPENING @ 10:00 AM**

**October 9, 2024**

**Selection**

Selection will be based on a "best qualified" basis, to a firm that displays a clear understanding of the terms of the license agreement, and the license fee amount. Desired qualifications include experience in charter excursions and holding the proper licenses and vessel documentation. The City of Grand Haven reserves the right to negotiate and modify the license agreement to the benefit of the City. The Chinook Pier Charter Dock will be awarded by City Council action at a public meeting.

The charter excursion business may not be active until a license agreement is executed by the City and signed by all parties.

All questions related to this RFP should be directed to:

Brian Jarosz

Waterfront and Events Manager

[bjarosz@grandhaven.org](mailto:bjarosz@grandhaven.org)

(616) 847-3493 Office

**Information Packet Attachments**

**Attachment 1, License Agreement**

**Attachment 2, Dock Diagram**

**Attachment 3, Proposal Response Form**



Contract #: \_\_\_\_\_

Council Approval Date: \_\_\_\_\_

### LICENSE AGREEMENT

The License Agreement is made as of **October 21, 2024** between the City of Grand Haven, a Michigan municipal corporation, the principal business address of which is 519 Washington, Grand Haven, MI 49417 (the "City"), and \_\_\_\_\_, a Michigan LLC, the principal business address of which is \_\_\_\_\_ (the "Licensee").

### RECITALS

- A. The City owns and operates the Grand Haven Municipal Marina, which includes the Chinook Pier Charter Excursion Dock ("Marina") as is described and depicted on the attached **Exhibit A**.
- B. The Licensee wishes to provide a charter excursion operation to be operated primarily from the Marina during the boating season.
- C. The City wishes to accommodate the Licensee's request in accordance with the terms and conditions of this Agreement.

### TERMS AND CONDITIONS

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

1. License: The City grants the Licensee a license to use the seasonal commercial dock in the Chinook Pier Charter Docks (the "Marina Slip") to operate a commercial charter excursion boat business, subject to the terms and conditions of the Agreement. Each year that this Agreement remains in effect, the license to the Marina Slip shall commence on April 1 and shall expire on October 31 of the same year (the "License Period"). The Licensee's Charter Captain may enter and use the Marina Slip as early as March 25 each year this Agreement is in effect, with prior City authorization, with the understanding there may be limited or no utilities.
2. Term: Unless terminated earlier as provided in this Agreement, this Agreement shall remain in effect until October 31, 2029.
3. License Fee: Within 30 days of the execution of this Agreement, the Licensee shall pay the City a nonrefundable license fee of \$1.00 and an annual Marina Seasonal Slip Deposit of \$500.00. Additionally, the Licensee shall pay the City the annual Marina Seasonal Slip Fee of \$7,000 (increased by 3% annually as noted below) on or before the following due dates: 1/3 of the annual balance due June 25 of the applicable year, 1/3 of the annual balance due July 25 of the applicable year, and the final balance due August 25 of the applicable year. ***The Marina Seasonal Slip Fee shall be adjusted at an increase of 3% annually for the duration of the Agreement (beginning at \$7,000 for 2024 season).***
4. Penalty: If a payment is received by the City Treasurer past the due date, a 10% late fee will be added to the amount due.
5. Property Rights: This Agreement grants only a license to use the Marina Slip and does not grant or convey to the Licensee any right, title, or interest in the Marina Slip. **The City retains all property rights in the Marina Slip,**

**subject to this Agreement; no changes shall be made to the Marina Slip, including no additions, without the City's prior written consent.** At the expiration of this Agreement, the Licensee shall return the Marina Slip to the City in the condition it was in prior to the effective date of this Agreement, reasonable wear and tear excepted. The Licensee shall pay any costs incurred by the City to repair or restore the Marina Slip to its pre-Agreement condition, to the extent the costs exceed the Marina Seasonal Slip Deposit.

6. Parking: No parking will be provided specifically for the Licensee's charter excursion boat business. Charter customers must use the general public parking area provided at the Marina and other area public parking.

7. Non-exclusive License: The license is not exclusive to the Licensee. The City may license other charter excursion boat operations at its Marina.

8. Requirements of Licensee: The license is subject to the following terms and conditions:

(a) The Licensee's charter excursion boat business from the Marina Slip shall consist only of offering chartered excursions and scenic charters on Lake Michigan to the public for a fee and must be available for charters at least five days in every seven-day week (with each week beginning on a Sunday) during the License Period. ***No other use of the Marina Slip is permitted by the Licensee.***

(b) The Licensee may advertise its charter fishing boat business at the Marina by displaying the Licensee's name, phone number, and other contact information on a dock box near the Licensee's Marina Slip, by placing advertising literature on the gates to the Marina or at the Charter Boat Office, and by displaying a flag or banner flown on the Licensee's boat kept at the Marina Slip. All advertising is subject to City of Grand Haven Zoning Ordinance regulations and subject to approval of the Waterfront and Events Manager.

(c) The Licensee shall ensure that its operation of the charter excursion boat business, and the use and operation of its boat kept at the Marina Slip, complies at all times with applicable local, state, and federal laws, rules, regulations, ordinances, orders, permits, and licenses.

(d) The Licensee shall be permitted to place one dock box on the shore side of the head pier adjacent to the Marina Slip. Contents of the dock box shall be limited to light cleaning and maintenance items. The Licensee shall be responsible for securing the contents of its dock box. The City shall not be liable for damage to or theft of the contents of the dock box.

(e) The Licensee understands and acknowledges that from time to time its boat kept at the Marina Slip may be required to be relocated to a different location at the Marina to accommodate regular maintenance, repairs, and cleaning.

(f) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship from the City, other than this Agreement. The Licensee shall not use the City's logo at any time for any purpose.

(f) The Licensee shall deposit all trash from its charter excursion boat business at the Marina Slip in the City dumpster located in the Farmer's Market Parking Lot. If a Licensee or its charter customers use a City trash can or other dumpster, a \$50 penalty per incident will be added to the balance of the Licensee's Marina Seasonal Slip Fee.

9. Indemnification: The City shall not be responsible for any loss, damage, or injury from the Licensee's operation of the charter excursion boat business or its use of the Marina Slip under this Agreement. The Licensee shall hold the City (defined for purposes of the paragraph to include the City and its officials, employees, volunteers, and contractors) harmless from, indemnify it for, and defend it against (with legal counsel reasonably acceptable to the City) any demands, claims, or causes of action arising from the Licensee's operation of its charter fishing boat business or its use of the Marina Slip under this Agreement.

10. Insurance: On or before March 1 of each year covered by this Agreement, and from time to time upon request by the City, Licensee shall furnish to the City a certification or other evidence indicating that Licensee has had issued to it for the following License Period insurance against damage to property in the minimum amount of \$500,000.00 per occurrence and bodily injury (including death) in the minimum amount of \$500,000.00 per occurrence. The City, the State of Michigan, and the Michigan State Waterways Commission, including the officers, agents, and employees of each, shall be named as additional insureds on each such policy.

11. Assignment or Use by Others Prohibited: The Licensee may not assign this Agreement or its rights, privileges, duties, or obligations and may not allow any other person or entity to use the Marina Slip for any purpose without the City's prior written consent.

12. Early Termination: Either party may terminate this Agreement for any reason by providing written notice to the other party prior to November 15<sup>th</sup> of each year preceding the following License Period. The City may terminate this Agreement if any payments due to the City from the Licensee under this Agreement are 60 days or more past due. Further, the City Manager may, upon a reasonable belief that the Licensee has breached this Agreement, suspend the license granted by the Agreement, effective immediately. In case of suspension, Licensee may appeal such suspension to the City Council in writing, within 10 days after written notice is given Licensee by the City of the suspension. Upon receipt of the written appeal, the City shall give the Licensee written notice of the date and time of the next City Council meeting at which such appeal will be considered so that the Licensee may address the City Council. Upon the early termination of this Agreement, the Licensee shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any advertising dock box, restore the Marina Slip to the condition it was in prior to the date of this Agreement, and pay any amounts due the City per this Agreement.

13. Default: If Licensee fails to make timely payment of any sum due under this Agreement; or if at any time Licensee fails to perform any obligation or breaches any term or provision of this Agreement; and if such failure to pay or other default is not cured within 10 days after the City notifies Licensee of the failure, then at the option of the City it may immediately terminate this license, and all right of Licensee as to the Marina Slip shall terminate without further notice. Alternatively, the City may elect not to terminate this license and Licensee shall continue to be responsible for all of its obligations under this Agreement, including payment of license fees. However, Licensee and its customers, employees, and invitees shall not be permitted to use the Marina Slip for any purpose unless and until the default is

cured. In the event of termination, Licensee shall forfeit and the City shall retain any and all sums previously paid by Licensee to the City, regardless of whether such sums relate to past, present, or future License Periods. The remedies set forth in this section are cumulative and in addition to any other remedies the City has at law, in equity, or by statute, including without limitation the right to recover damages for the Licensee's failure to pay obligations owed under this Agreement.

14. This is the entire agreement between the parties regarding this subject matter. There are no prior or contemporaneous agreements between the parties. The Agreement 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 the interpretation of this Agreement. This Agreement shall be construed as though it was mutually drafted by the parties.

15. 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 received or if by first-class mail, three business days after mailing.

**The parties have signed this Agreement as of the below date(s).**

**CITY OF GRAND HAVEN**

I, \_\_\_\_\_

By: \_\_\_\_\_  
(Mayor)

By: \_\_\_\_\_  
(Co-owner/Business Owner)

By: \_\_\_\_\_  
(Clerk)

By: \_\_\_\_\_  
(Co-owner/Business Owner)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A- CHARTER TO OCCUPY SECTION "C"**





**City of Grand Haven**  
**Chinook Pier Charter Dock**  
**Proposal Response Form**

Name of person or firm submitting proposal: \_\_\_\_\_

Corporate Entity or Person: \_\_\_\_\_

Role or office in firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**LICENSE FEE PROPOSAL**

I hereby propose to pay the City of Grand Haven the following amount for a year one license fee to operate a Commercial Charter Excursion business according to the provisions of the attached license agreement, then 4 more years under the 2025-2029 Charter License Agreement payment schedule:

\$ \_\_\_\_\_ 2025 License Fee

I have attached a narrative and a copy of the firm's Charter Captain License and vessel documentation as described in the Proposal Information Packet. I will accept the terms of the license agreement if selected.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

See Proposal Information Sheet for Submittal Requirements.

Deadline is **TIME, DATE** at Grand Haven City Hall.