



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

**AGENDA FOR
REGULAR COUNCIL MEETING**

**GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE**

**MONDAY, DECEMBER 16, 2024
7:30 PM**

Cookies with Council

*The Public is invited to join City Council
for holiday fellowship and cookies
at 7:00 p.m. before the Regular Council Meeting*

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. INVOCATION

A. Pastor Emmett Brown, Trinity Church.

4. PLEDGE OF ALLEGIANCE

5. REAPPOINTMENTS TO BOARDS & COMMISSIONS

6. NEW APPOINTMENTS TO BOARDS & COMMISSIONS

7. APPROVAL OF CONSENT AND REGULAR AGENDAS

8. CALL TO AUDIENCE – ONE OF TWO OPPORTUNITIES

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

9. PRESENTATION

A. Community Energy Plan Follow-up. John Kinch

ATTACHMENT A

10. CONSENT AGENDA

ATTACHMENT B

A. Approve Council Regular meeting minutes for December 2, 2024.

B. Approve the bill's memo in the amount of \$501,521.95.

- C. Approve a resolution to award a contract between the City and Big Blue LLC. for the Commercial Slip at the Grand Haven Municipal Marina.
- D. Approve FY2024-25 budget amendments for the City of Grand Haven General Fund (101), Public Improvement Fund (401), City Water Fund (591), Motorpool Fund (661), and Sewer Authority Fund (509).
- E. Award a contract to Monarch Tree Services of Nunica, MI. 49448 in the budgeted amount of \$38,500.07 for tree removal and authorize the Mayor and the City Clerk to execute the necessary documents.
- F. Award a contract to Parshall Tree Care of 1388 Comstock St Marne, MI. 49435 in the budgeted amount of \$114,220 for tree removal and authorize the Mayor and the City Clerk to execute the necessary documents.

11. UNFINISHED BUSINESS

ATTACHMENT C

- A. Consideration by City Council of a final resolution to amend Chapter 15, Article II, of the Grand Haven Code of Ordinances, to adopt the 2021 edition of the International Fire Code.

Administration recommends approval.

12. NEW BUSINESS

ATTACHMENT D

- A. Consideration by City Council of a resolution to approve a contract modification in the budgeted amount of \$56,889 with Plummer's Environmental Services, Inc. of Byron Center, Michigan for the Distribution System and Service Material Investigation Project, and authorize the Mayor and the City Clerk to execute the necessary documents.

Administration recommends approval.

- B. Consideration by City Council of a resolution to approve a special event request to hold a pickleball tournament at Mulligan's hollow hosted by Lakeshore Pickleball Club, and receive a \$500 discount as outlined in the special event policy.

Administration recommends approval.

- C. Consideration by City Council of a resolution to approve a special event request to hold the Celebration of Service from 5:00 pm until 11:00 pm on Friday, June 6th and Saturday, June 7, 2025 at Harbor Island, and apply up to a \$250 discount to the park rental fee as outlined in the City of Grand Haven's special event policy.

Administration recommends approval.

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

Planning Commission recommends approval.

13. CORRESPONDENCE & BOARD MEETING MINUTES

14. REPORT BY CITY COUNCIL

15. REPORT BY CITY MANAGER

16. CALL TO AUDIENCE—SECOND OPPORTUNITY

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

17. ADJOURNMENT

Attachment

A

THE COMMUNITY ENERGY PLAN OF
NORTHWEST OTTAWA COUNTY

ALIGNING CLEAN ENERGY OPPORTUNITIES, COMMUNITY
VALUES AND LOCAL LEADERSHIP

OVERVIEW, KEY FINDINGS, AND LOCAL POLICY
CONSIDERATIONS

THE COMMUNITY ENERGY PLAN OF NORTHWEST OTTAWA COUNTY

ACTING NOW FOR TOMORROW

The Community Energy Plan presents a vital opportunity for local governments and residents to adopt a more strategic approach to climate challenges. After a year of collaboration, we've developed a data-driven plan with clear strategies to reduce carbon emissions and meet Michigan's clean energy goals for 2040 and 2050.

LEADING BY DOING

Local governments can lead by setting carbon goals, updating policies for clean energy, supporting clean tech businesses, and investing in sustainable operations.

THREE EMISSION REDUCTION PATHWAYS

The Plan offers three pathways for reducing emissions by 2050:

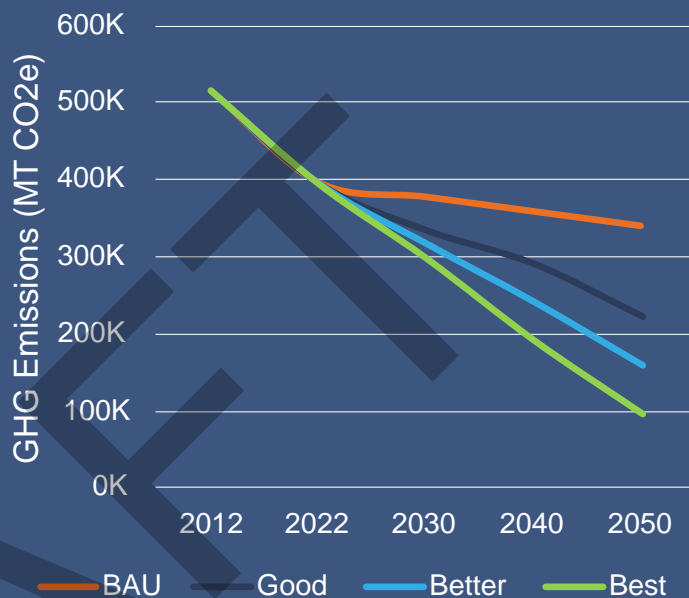
Good: 56% reduction, aligning with Michigan's decarbonization goals.

Better: 60% reduction through increased electrification, efficiency, and adoption of electric vehicles.

Best: 76% reduction through renewable energy expansion, full electrification of residential buildings and widespread adoption of electric vehicles.

The "Business As Usual" (BAU) line represents a national benchmark, showing how Grand Haven's 2022 baseline emissions might decrease if they followed the U.S. energy-related CO₂ reduction trend

projected by the Energy Information Administration.



Total GHG Emissions By Pathway

BUILDING ON A POSITIVE TREND

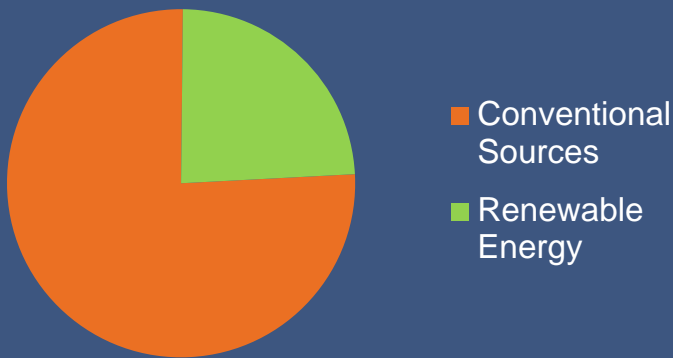
Per person emissions in the Grand Haven Region dropped from **19.7 tons in 2012** to **14.5 tons in 2022**, which is close to the U.S. national average of 14.9 tons in 2024. If the "Best" plan is followed, emissions could fall even further to just **3.5 tons per person by 2050**. This reduction reflects the region's ongoing shift toward cleaner energy sources and more sustainable practices.

REDUCING ENERGY WASTE, INCREASING ELECTRIFICATION, AND RENEWABLES ARE KEY

Using less energy and electrifying buildings and transportation is key to cutting emissions, so too is adding more renewable energy. Currently,

SUMMARY

24% of the region's power is renewable, but this will need to increase to **100% by 2050** to achieve the Best scenario emissions reductions. Reaching this goal will depend on the actions of attuned local policymaking and collaboration with the BLP to expand clean energy infrastructure.



Grand Haven Regional Energy Mix, 2024

COMMUNITY ENGAGEMENT AND SUPPORT

Input from a diverse group of stakeholders from Grand Haven, Ferrysburg, and Grand Haven Township shaped this plan. Led by a Steering Committee of local officials, BLP representatives, and community members, the plan was developed through open houses, listening sessions, and a community survey. Survey results from 378 respondents showed strong support for local action on climate change, energy-efficient buildings, and affordable clean energy.

70% believe local action can address climate change

80% expressed concern about energy affordability

83% support a plan to make buildings more efficient

STRATEGIES TO GET THERE—STARTING TODAY

The region's **Emissions Reduction Strategies** provide a roadmap for meaningful decarbonization. Divided into **Direct** and **Supportive** Strategies, they work together to build local capacity and deliver practical solutions to reduce greenhouse gas emissions.

DIRECT STRATEGIES

Direct strategies are the direct actions, such as energy efficiency projects and renewable energy adoption, that are cost-effective and reduce on-site emissions.

- Reduce Energy Usage and Emissions in Buildings
- Accelerate Local Renewable Energy Use
- Make transition to Electric Vehicles and Enhance Other Mobility Options
- Protect and Restore Land and Water Resources
- Improve Sustainable Food Systems

SUPPORTIVE STRATEGIES

Supportive strategies focus on building the expertise and support necessary to implement clean energy solutions.

- Support Ongoing Community Energy Engagement, Education, and Equity
- Adopt Local Clean Energy Policies
- Invest in Clean Energy Projects
- Track Results and Update Plan

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OVERVIEW OF THE COMMUNITY ENERGY PLAN

Local governments and community stakeholders can use the [community energy planning] framework to build on initial energy successes by moving from single projects and programs to a comprehensive, long-term energy strategy that delivers benefits for years to come.

U.S. Department of Energy

The present opportunity is unprecedented for municipal governments in the United States to act locally to address the impacts of global climate change on their communities now and for the future.

In Michigan, in particular, a confluence of drivers is underway:

- Federal and state funding and policies aligning to catalyze clean energy projects and programs;
- Cost-effective advancements in distributed and utility-scale clean energy technologies, such as solar;
- Businesses establishing robust sustainability metrics, requiring local clean energy supplies; and
- Residents advocating for a greener community where they live and work.

Any one or two of these opportunities can spur change. In Northwest Ottawa County—including

Grand Haven, Ferrysburg, Grand Haven Township, and Spring Lake—all four of these drivers for change are coalescing now. One key policy driver is the State's [MI Healthy Climate Plan](#) and recent legislation requiring more energy efficiency and renewable energy in the utility sector, including a "renewable energy standard of 50% by 2030 and 60% by 2035." Another driver has been the Michigan Green Communities Challenge, of which Grand Haven has earned gold.

This statewide policy provides impetus to local efforts, where the work will happen when it comes to electric vehicle charging infrastructure, solar deployment, and greater energy efficiency in buildings.

Beyond the federal or state level, local governments are also leading change. In Traverse City, Ann Arbor and Detroit, for example, officials are setting ambitious decarbonization goals, incentivizing community programs, and adopting

INTRODUCTION

renewable energy resources. Moreover, nearby Holland has had a community energy action plan for more than a decade.

The focus and benefits of such energy plans are not just about carbon; they are also about the economy—and quality of life.

A recent analysis by 5 Lakes Energy finds that the combination of federal funding and Michigan's policy actions are having positive impacts on local and regional economies across the state. "Powered by the Biden-Harris administration's Inflation Reduction Act (IRA), Michigan is experiencing an economic resurgence, ranking among the top five states in the US for new clean energy projects and jobs."

Opportunities exist for the individual local governments in Northwest Ottawa County to lead by setting goals for carbon reduction for themselves and their communities. These

municipalities can update and amend policies and codes to encourage more "distributed energy resources" like infill solar projects. Working with economic development agencies, they can be prepared for clean tech enterprises, including retooling manufacturing for the electrification of the automobile industry. And, importantly, local governments can demonstrate leadership by investing in a clean energy future for their own operations. The City of Ferrysburg's solar array on its city hall roof signals such a civic commitment and example.

The area's municipal electricity utility, the Grand Haven Board of Light & Power (BLP), is also a key driver of an emerging clean energy future. The BLP has made significant strides in reducing its greenhouse gas emissions since 2005 by 75% through efficiency programs, closing its coal plant and adopting transmission-based renewable energy. It has also kept affordability a hallmark of its service. Even greater goals

CLEAN ENERGY INCENTIVES

HOUSEHOLDS CAN RECEIVE **UP TO \$14,000 IN REBATES AND TAX CREDITS** UNDER FEDERAL PROGRAMS FOR ENERGY EFFICIENCY UPGRADES, SUCH AS HEAT PUMPS, WEATHERIZATION, AND SOLAR PANELS. **INFLATION REDUCTION ACT**

THE REGION'S UTILITIES—**THE GRAND HAVEN BOARD OF LIGHT AND POWER** AND **MICHIGAN GAS UTILITIES**—EACH HAVE REBATES AND INCENTIVES THAT SAVE CUSTOMERS MONEY.

INTRODUCTION

for “energy optimization” for BLP’s customers is coming in the years ahead.

Michigan Gas Utilities also has been providing its customers rebates and incentives to reduce their consumption and save on their bills.

One condition for successful community energy planning and implementation, as demonstrated by similar plans around the country, is a strong utility, such as BLP.

The Community Energy Plan arrives at a pivotal moment: Northwest Ottawa County local governments and their constituents can build on previous local energy successes and move from the occasional energy project to a more sustained and strategic approach with local economic, environmental and social benefits.

Ultimately, the adoption of a plan ultimately is the decision of the elected officials of the participating governments. These bodies are given the option of “good, better, best” scenarios—and allowing for a customizable group of

decarbonization strategies to reduce emissions by as much as 75% by 2050. These representatives will determine the most appropriate way forward for their communities.

SAVE \$750

PURCHASING ENERGY STAR-CERTIFIED CLOTHES WASHERS, DRYERS, DISHWASHERS, AND REFRIGERATORS SAVES ABOUT \$750 OVER THE PRODUCTS’ LIFETIMES.

ENERGY STAR/U.S. ENVIRONMENTAL PROTECTION AGENCY

ELEMENTS OF THE **COMMUNITY ENERGY PLAN**

The Community Energy Plan of Northwest Ottawa County is comprised of three major elements:

Technical Analysis of energy resources in the region and their related output of greenhouse gases over time, and scenario modeling for future carbon reductions.

Strategies for deploying clean energy solutions to reduce emissions and foster a local clean energy economy over time.

Community Engagement on awareness, interest and desire to have local solutions to address climate change.

The strategies are based, in part, on the combination of community input, the findings of the technical analysis, and industry-proven actions. The plan overall is intended to guide the community toward achieving meaningful decarbonization during the coming decades.

The **Summary** provided at the beginning of this document is also available as a stand-alone document for a quicker read.

GREENHOUSE GAS EMISSIONS TRENDS

TECHNICAL REPORT

The technical report describes the quantitative modeling and analysis conducted to support the area's energy planning efforts. In Phase 1, two separate annual baseline inventories of greenhouse gases (GHG) emissions, 10 years apart, were developed to understand emissions caused by activities within the Grand Haven Board of Light & Power (BLP) service territory. The [U.S. EPA's Local GHG Inventory Tool](#) (Community Module) provided emissions from multiple source categories, which were calculated and assigned to the Residential, Commercial/Institutional, and Industrial sectors.

GHG EMISSIONS 2012-2022

Between 2012 and 2022, Northwest Ottawa County significantly reduced its GHG emissions by approximately 24%. This reduction resulted primarily from the retirement of the J.B. Sims coal plant and a shift toward cleaner energy sources.

- In 2012, the region's total emissions were 517,085 metric tons of carbon dioxide equivalent (MTCO₂e)¹
- By 2022, emissions had decreased to 395,795 MTCO₂e, illustrating the positive impact of transitioning away from fossil

fuels, increasing energy efficiency, and adopting renewable energy.

CURRENT LOCAL PER CAPITA EMISSIONS

Per capita emissions in the Grand region have decreased from 19.7 MTCO₂e in 2012 to 14.5 MT in 2022, close to the U.S. national average of 14.9 metric tons per person in 2024. If the "best" scenario for decarbonization in the plan is pursued here, per capita emissions are projected to drop further to 3.5 MTCO₂e by 2050, which would be a reduction of a local person's "carbon footprint" by 75% over the next 25 years.

¹ Measurement that represents an amount of a greenhouse gas whose atmospheric impact has been standardized to that of one unit mass of carbon dioxide (CO₂), based on the global warming potential of the gas.

FUTURE EMISSIONS

REDUCTION PATHWAYS

THREE EMISSION REDUCTION PATHWAYS

(GOOD, BETTER, BEST)

While the region has made progress in reducing greenhouse gases, greater decarbonization in the future is possible. The plan outlines three potential pathways for reducing emissions through 2050:

- **Good:** A 56% reduction in emissions by 2050 compared to 2022 levels, reflecting the State of Michigan’s decarbonization goals.
- **Better:** A 60% reduction by 2050, achieved through increased electrification, energy efficiency, and the adoption of electric vehicles.
- **Best:** The most ambitious scenario, achieving a 76% reduction by 2050 through renewable energy expansion and full electrification of residential buildings and widespread adoption of electric vehicles.

The strategies, in turn, provide pathways—and options to those pathways—to address energy and emissions issues locally. An example is provided on the next page.

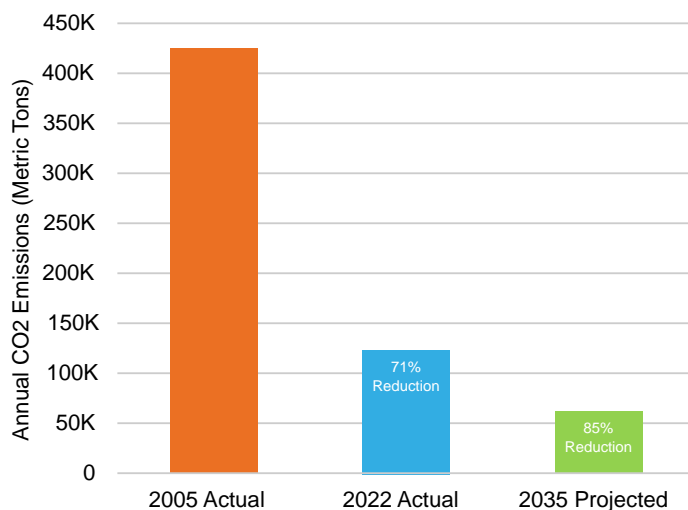
IMPORTANCE OF ELECTRIFICATION

Electrification of buildings and transportation is a key strategy for achieving significant

emissions reductions. Transitioning from fossil fuel heating systems to heat pumps, along with increasing the number of electric vehicles (EVs), will further reduce carbon emissions. To fully benefit from electrification, the region must increase the percentage of renewable energy in its electricity mix.

RENEWABLE ENERGY EXPANSION

Currently, renewable energy sources provide 24% of the region’s electricity. In the Best scenario, this amount must reach 100% by 2050, requiring strong local policies and collaboration with the BLP to expand clean energy infrastructure. A balanced mix of local renewables and Renewable Energy Credits (RECs) will be essential for supporting economic growth, providing affordable rates, and ensuring grid resiliency.



Note: 2035 Projected Emissions based on current energy input with no additional EWR reductions.

Grand Haven BLP Carbon Emissions

EXAMPLE OF OPTIONS IN A STRATEGY

1.1 IMPLEMENT HOME RETROFITS

GOOD

- Continue utilizing existing utility energy efficiency programs, which will be increasing savings goals in 2026.
- Aim for a 15% energy waste reduction by offering basic weatherization incentives to homeowners and landlords.
- Provide rebates for upgrades such as insulation, energy efficient appliances, and simple retrofits through local utility programs.
- Look to exemplary programs, such as [Holland](#), [Green Mountain Power](#), and [Burlington](#) for ideas.

BETTER

- Launch a home energy waste reduction program in partnership with the Board of Light & Power (BLP) modeled on Holland's "Energy 101" initiative.
- Expand the program by exploring grants, loans, tax credits, and low interest financing options for deeper retrofits across all income levels.
- Collaborate with local agencies like the Community Action Agency and Salvation Army to promote energy efficiency resources for low income residents.
- Work with [MI Saves](#) and utilities to offer [OnBill Financing](#) programs to reduce upfront costs for participants.
- Build a network of qualified contractors by partnering with organizations like the [Michigan Energy Efficiency Contractors Association \(MEECA\)](#).

BEST

- Implement a comprehensive energy retrofit program with the goal of reducing energy waste by 50% in participating homes.
- Introduce on bill financing options to cover retrofits and code upgrades.
- Request funding support from BLP and Michigan Gas Utilities to provide matching incentives.
- Focus on deep energy retrofits, including solar integration, high performance HVAC systems, and whole home upgrades, to maximize carbon and cost savings.

OVERVIEW OF STRATEGIES

SUPPORTIVE STRATEGIES AND DIRECT STRATEGIES

Two kinds of strategies have been identified to make future actions impactful in the region: Supportive and Direct Strategies. Support Strategies build local capacity, and Direct Strategies implement tangible solutions that reduce greenhouse gas emissions.

Supportive Strategies focus on capacity building: creating the expertise, infrastructure, and community engagement necessary to implement clean energy solutions. These strategies help to ensure that the community has the resources, knowledge, and support to carry out the more direct emissions-reducing actions. Local governments have a crucial role in adopting policies, securing grants, and leading

community education initiatives to enable Supportive Strategies.

Direct Strategies, on the other hand, are the actionable projects and programs that directly reduce emissions. These strategies involve hands-on implementation of clean energy solutions such as retrofitting homes for energy efficiency, increasing local renewable energy generation, and building out electric vehicle infrastructure. While the Supportive Strategies create the conditions for success, the Direct Strategies are the on-the-ground efforts that deliver measurable emissions reductions.

HOW THE STRATEGIES COME TOGETHER

Together, these nine strategies form a cohesive plan for decarbonizing the Northwest Ottawa

DIRECT STRATEGIES

1. Reduce Emissions in Buildings
2. Accelerate Local Renewable Energy
3. Transition to Electric Vehicles and Enhance Mobility
4. Protect and Restore Land and Water Resources
5. Improve Sustainable Food Systems

SUPPORTIVE STRATEGIES

6. Support Community Energy Engagement, Education, and Equity
7. Invest in Clean Energy Projects
8. Adopt Enabling Clean Energy Policies
9. Track Results and Update Plan Regularly

County region. This integrated approach allows the region to act strategically, using available resources efficiently while maintaining a long-term vision for decarbonization. At its core, this Plan outlines a sustainable future where clean energy is accessible, emissions are reduced across all sectors, and the community is resilient to climate change.

DRAFT

DRIVE CLEAN

70% LOWER EMISSIONS WITH EVS: ELECTRIC VEHICLES' LIFECYCLE EMISSIONS ARE UP TO 70% LOWER THAN GASOLINE OR DIESEL CARS. **BLOOMBERG**

EV OPERATING SAVINGS: SWITCHING TO AN EV CAN SAVE DRIVERS APPROXIMATELY **\$1,000–\$2,200 ANNUALLY** IN FUEL AND MAINTENANCE COSTS, WHILE SIGNIFICANTLY REDUCING GREENHOUSE GAS EMISSIONS. **U.S. DEPARTMENT OF ENERGY**

DIRECT

STRATEGIES

1. REDUCE EMISSIONS IN BUILDINGS

The purpose of this strategy is to retrofit buildings for energy efficiency, electrifying heating systems, and integrating renewable energy systems like solar. Buildings account for a significant portion of emissions (one-third), and improving their efficiency will yield immediate and long-term energy and cost reductions, as well as higher occupant comfort.

Opportunity: Utilities, State of Michigan and federal agencies are offering rebates and incentives for energy efficiency in residential and commercial buildings. [Rewiring America](#) provides a clearinghouse and calculator for efficiency improvements in the residential sector. Grand Haven Board of Light & Power, Michigan Gas Utilities and Consumers Energy also have residential and commercial programs.

2. ACCELERATE LOCAL RENEWABLE ENERGY

This strategy includes promoting community solar programs, conducting solar feasibility studies, and revising policies to support local renewable energy projects. Expanding renewable energy is a cornerstone of decarbonization plans like this one, as it reduces reliance on fossil fuels and drives progress toward a clean energy economy.

Opportunity: Programs, rebates, and incentives exist for local solar installations, including the [Investment Tax Credit](#). Michigan will soon launch the [Solar For All](#) program, which includes funding for developing community solar.

3. TRANSITION TO ELECTRIC VEHICLES AND ENHANCE MOBILITY

This strategy involves expanding electric vehicle infrastructure, incentivizing off-peak charging, and promoting integrated, multi-modal transportation systems. Reducing transportation emissions is critical, as this sector is one of the largest contributors to regional pollution.

Opportunity: Funding and technical assistance programs exist for municipalities doing infrastructure and fleet planning for electric vehicles in their communities. One such program is [Charging Smart](#), which is no-cost and now operating in Michigan.

4. PROTECT AND RESTORE LAND AND WATER RESOURCES

This strategy promotes green infrastructure, sustainable land use planning, and reforestation projects to protect ecosystems and enhance carbon sequestration. It is important because natural resources are both vulnerable to and vital in mitigating the impacts of climate change.

Opportunity: Northwest Ottawa County has a strong tradition of environmental stewardship, inspired by the Grand River flowing into Lake Michigan here. The Grand Valley Metro Council is active in environmental, community, and economic initiatives, including programs with **climate as a focus**. GVMC is a key planning partner in the region.

5. IMPROVE SUSTAINABLE FOOD SYSTEMS

This strategy focuses on supporting local food production, reducing food waste, and encouraging sustainable agricultural practices. It addresses the environmental impacts of food systems, which are often overlooked but crucial for reducing emissions and promoting a

sustainable lifestyle.

Opportunity: Food waste is second only to the energy sector for its contribution to greenhouse gases. People in Michigan throw 1.5 million tons of food away each year. Increasingly, the nexus between energy and food and water requires integrated solutions. **Michigan Food Waste Roadmap** seeks to reduce loss and waste by half of the 2021 baseline. This sector is an important component to the State's overall healthy climate planning and funding.

ENERGY EFFICIENCY SAVINGS

INSULATION SAVINGS: ADDING INSULATION AND SEALING AIR LEAKS CAN CUT UP TO **20% OF HEATING AND COOLING COSTS** OR UP TO **10% OF TOTAL ENERGY COSTS**. **U.S. DEPARTMENT OF ENERGY**

COST-EFFECTIVE HEATING: AN ENERGY STAR-CERTIFIED AIR-SOURCE HEATPUMP CAN HEAT YOUR HOME FOR **1/3 THE COST OF ELECTRIC BASEBOARD HEATING AND 1/2 THE COST OF OIL HEATING**. **ENERGY STAR**

MINI-SPLIT HEAT PUMPS: MINI-SPLIT HEAT PUMPS TRANSFER HEAT INSTEAD OF GENERATING IT, USING **UP TO 60% LESS ENERGY** THAN ELECTRIC RADIATORS. **ENERGY STAR**

COOLING SAVINGS: ENERGY STAR-CERTIFIED DUCTLESS MINI-SPLITS CAN **CUT COOLING COSTS BY 30%** COMPARED TO STANDARD ROOM AIR CONDITIONERS, THANKS TO ADVANCED COMPRESSORS AND VARIABLE-SPEED FANS. **ENERGY STAR**

SUPPORTIVE STRATEGIES

6. SUPPORT COMMUNITY ENERGY ENGAGEMENT, EDUCATION, AND EQUITY

This strategy focuses on sustaining community participation by fostering education about clean energy solutions and ensuring equitable access, especially for underserved groups. It is important because broad engagement and inclusivity will be critical in driving long-term support for decarbonization efforts.

Opportunity: A new community energy coordinator position (see sidebar) would focus region-wide efforts that include seeking funding for programs and projects. This position has the possibility of being funded by a grant, such as those from the State of Michigan's [Community Energy Management Program](#).

7. INVEST IN CLEAN ENERGY PROJECTS

This strategy involves creating a dedicated team to secure grants and prioritize clean energy investments through careful planning and budgeting. Accessing diverse funding sources ensures the region can implement the projects necessary to meet its decarbonization goals.

The clean energy economy has been a boon for established and start-up companies in West Michigan.

Opportunity: Northwest Ottawa County has

[experts in securing grants](#), in energy planning, in community development and governmental management. A team approach harnesses individual expertise and creates a pro-active mechanism for pursuing outside funding.

8. ADOPT ENABLING CLEAN ENERGY POLICIES

This strategy focuses on updating zoning ordinances, adopting emissions reduction goals, and implementing sustainable purchasing policies to encourage renewable energy projects and energy-efficient practices. Local governments play a key role here, as policy changes can make clean energy adoption easier and more widespread.

Opportunity: The speed of the clean energy transition in recent years has all but guaranteed that local and regional ordinances, permitting processes, and other policies have not kept pace. Updating local policies can be moved along with no-cost resources from the [Michigan Green Communities](#) and other [nonprofits](#) and universities.

9. TRACK RESULTS AND UPDATE PLAN REGULARLY

By establishing performance indicators and conducting periodic evaluations, this strategy

ensures that progress is continuously monitored, and adjustments are made as needed. Regular updates are vital to maintaining momentum and adapting to new challenges and technologies.

Opportunity: The dynamism in the clean energy and decarbonization sector is such that a plan finished in 2024 will need to be revisited regularly to adapt to changes in the future. A body such as the [Grand Haven Sustainability and Energy Commission](#) could be tasked with periodic reviews and updates of the plan.

DRAFT

SUSTAINABLE BUSINESSES

COMPANIES THAT INTEGRATE SUSTAINABILITY INTO THEIR ENVIRONMENT, SOCIAL AND CORPORATE STRATEGY ARE **TWICE AS LIKELY TO ACHIEVE REVENUE GROWTH OF MORE THAN 10% PER YEAR.** MCKINSEY

ROLE AND IMPACT OF THE COMMUNITY ENERGY ADVISOR

IMPACT



DIFFICULTY



IMPLEMENTATION

Immediate

DURATION

Ongoing

EXAMPLE: AN ACTION A GOVERNMENT CAN TAKE NOW

While community energy plans around the country have distinctions based upon the unique character of their communities, almost all share one quality: the need for a person dedicated to spearheading the work. A community energy coordinator is tasked with both the long-term and day-to-day actions that deliver the transition to clean energy within a community. Much of this person's initial work would be focused on advancing strategies of this Plan.

REGIONAL COOPERATION

Intergovernmental cooperation already happens in certain regional planning and projects, such as creating more than 100 miles of shared bike paths among the communities in the Grand Haven area. In a similar vein, a Community Energy Advisor could represent the interests of the three participating communities, engaging and educating stakeholders across the region on current and emerging clean energy opportunities. This person would liaise with the energy efficiency team at the BLP, enhancing their efforts to meet ambitious goals and state mandates.

POSITIONING FOR SUCCESS

Grant funding has been available for a position, which could be structured as an independent contractor with key performance indicators to determine impact, such as operational cost savings for local governments. Nearby Holland has been a pioneer of this model: a community energy coordinator with strong municipal and utility support realizing the ambitious, ongoing goals of a community energy plan, which began in 2012.

RESOURCES

- Holland Energy Fund
- NREL Executive Energy Leadership Academy

FUNDING SUPPORT

- EGLE Community Energy Management Program

STAKEHOLDER INPUT AND **COMMUNITY ASPIRATIONS**

STEERING COMMITTEE AND STAKEHOLDER ENGAGEMENT

The Grand Haven Region Community Energy Plan has been a community-led initiative that involved stakeholders from Grand Haven, Ferrysburg, and Grand Haven Township. A Steering Committee, consisting of municipal staff, BLP representatives, and other community stakeholders, directed the efforts of Michigan Energy Options, the consultant.

COMMUNITY OUTREACH EFFORTS

Over the last year, extensive outreach was conducted to gather input from the community. Open houses, presentations to municipal councils and civic groups, meetings with nonprofits and businesses, social media, and a project website are among outreach efforts. The community survey, which had 378 respondents, was well-received, and its results helped shape the direction of the plan.

COMMUNITY SENTIMENT ON DECARBONIZATION

Although opinions varied, a majority of community members were enthusiastic about a collaborative, long-term approach to decarbonization. More than 70% of survey respondents believe local action can effectively address climate change, and over 83% supported a plan to make buildings more energy-efficient and comfortable.

PRIORITIES FOR AFFORDABLE CLEAN ENERGY

Around 80% of respondents expressed concern about energy affordability, particularly for low-income households. There is strong community support for solutions that make clean energy accessible and affordable, such as community solar programs and weatherization assistance.

PLANT MORE TREES

EXPANDING URBAN TREE CANOPY CAN **SEQUESTER 48 POUNDS OF CARBON PER TREE ANNUALLY** WHILE PROVIDING SHADE AND REDUCING THE URBAN HEAT ISLAND EFFECT. **U.S. FOREST SERVICE**

CLEAN ENERGY POLICIES AND **LOCAL GOVERNMENT ROLES**

THE ROLE OF LOCAL GOVERNMENTS IN CLEAN ENERGY

Local governments in the Grand Haven Region are uniquely positioned to lead the clean energy transition by setting policies that create favorable conditions for energy efficiency and renewable energy adoption. Through actions such as updating zoning regulations, encouraging energy-efficient building standards, and streamlining the permitting process for renewable energy projects, municipalities can make a significant impact. These governments can also model sustainability by integrating clean energy technologies into their own operations, thus showcasing the benefits of these practices to the broader community.

Local government leadership in clean energy

can reduce emissions and foster economic growth by attracting clean energy businesses and encouraging innovation. By creating a supportive policy environment, municipalities can open the door to new opportunities in the clean tech sector and establish the Grand Haven Region as a forward-thinking leader in sustainability.

FOSTERING COMMUNITY COLLABORATION

While local governments play a key role in setting policies and creating a supportive environment for clean energy, the success of these initiatives depends on broad community collaboration. The next section examines how community input and aspirations have shaped the Grand Haven Region Community Energy Plan, highlighting the critical role of municipal

SAVE WITH SOLAR

30% TAX CREDIT: HOMEOWNERS AND BUSINESSES CAN CLAIM A FEDERAL TAX CREDIT EQUAL TO **30% OF THE COST** OF INSTALLING SOLAR PANELS AND RELATED EQUIPMENT. THE 30% CREDIT IS AVAILABLE THROUGH 2032. **U.S. DEPARTMENT OF ENERGY**

DIRECT PAY: NONPROFITS, SCHOOLS, TRIBAL ENTITIES AND GOVERNMENTS ARE NOW ELIGIBLE FOR A CASH PAYMENT EQUIVALENT TO THE **30% OF PROJECT COSTS** FOR SOLAR AND OTHER CLEAN ENERGY PROJECTS. **INFLATION REDUCTION ACT**

officials, stakeholders, and residents in ensuring that clean energy efforts align with the values and needs of the entire population.

COLLABORATION AND POLICY SUPPORT

Collaboration among local governments, stakeholders, and utilities such as the Grand Haven Board of Light and Power (BLP) is crucial for achieving the region's clean energy goals. Local efforts must align with state and federal policies, such as Michigan's MI Healthy Climate Plan, to maximize the impact of decarbonization initiatives and access funding opportunities.

Neighboring municipalities can pool resources, share knowledge, and develop coordinated projects such as shared EV infrastructure and renewable energy initiatives, which lead to more efficient and high impact outcomes than isolated efforts. As the region progresses, local governments must engage the wider community, fostering partnerships and building support to ensure the long-term success of clean energy projects. Achieving a sustainable future will require both top-down policies and bottom-up participation.

HIGHLIGHTS

Significant GHG Emissions Reduction:

The Grand Haven Region reduced its greenhouse gas emissions by 24% between 2012 and 2022, largely caused by the retirement of the J.B. Sims coal plant and a shift toward cleaner energy sources by the incumbent utilities. Total emissions dropped from 517,085 to 395,795 metric tons of CO₂e.

Per Capita Emissions Progress:

Per capita emissions in the region fell from 19.69 metric tons of CO₂e in 2012 to 14.48 metric tons in 2022, aligning closely with the U.S. national average. Under the "best" decarbonization scenario, emissions could drop further to 3.54 metric tons per person by 2050.

Future Pathways for Emissions Reduction:

The plan offers three pathways for reducing emissions by 2050: the Good scenario (56% reduction), the Better scenario (60% reduction), and the Best scenario (76% reduction), which relies on renewable energy expansion and electrification.

PRIORITIES AND RECOMMENDATIONS

DECISION-MAKING TOOLS

The Community Energy Plan of Northwest Ottawa County provides local leaders and stakeholders with tools to support future decision-making.

- The technical report, which has created an emissions baseline, establishes a quantifiable foundation upon which decisions can be “grounded” in the data. Further, the tool is available to the local participating government and can be updated and modified in the future as progress is achieved.
- The good, better, best scenarios allow for customizable plans particular to individual community values, interest and capacity.
- Many of the strategies—and attendant sub-strategies—include directives for good, better, best results. Not all strategies lend themselves to quantitative measures as to impact; some are more qualitative, reflecting industry best practices or principles of community engagement in the sustainability sphere.
- Our team has created an “Investment Impact Index” for this plan. The Investment Impact Index (III) is intended to provide a relative sense of how much positive impact can be expected from the five Direct Strategies:

1. Reduce Emissions in Buildings
2. Accelerate Local Renewable Energy
3. Transition to Electric Vehicles and Enhance Other Mobility
4. Protect and Restore Land and Water Resources
5. Improve Sustainable Food Systems

THE INVESTMENT IMPACT INDEX (III)

The Investment Impact Index, in this instance, is composed of five evenly weighted inputs. An additional six input (Energy Impact) is relevant only to strategies 1-3. The tool allows for the user to weight inputs according to importance for a particular action. For example, one could weight “Carbon Reduction Potential” at 50% and reduce the remaining four inputs accordingly to have 100%.

This index is based on established *global* methodologies to measure emissions reductions that result from taking specific actions. Determining the equivalent state or regional indexes for these categories may be possible, but not with the level of data available now. It would take more work to accomplish such an index for Northwest Ottawa County. That said, as climate change is a global problem with local solutions, the results of the five strategies do provide useful touchstones for decision makers.

DECISION-MAKING

Importantly for Northwest Ottawa County and all of Michigan, federal and state funding availability for energy projects is exceptionally high now, thus, one could weight that more heavily than 20%.

1. Carbon Reduction Potential
2. Cost Effectiveness
3. Social, Economic, and Environmental Co-Benefits
4. Time to Impact
5. Funding Availability

	Buildings	Renewable Energy	Mobility	Land & Water	Food Systems	Average
Carbon Reduction	4	2	3	2	5	3.2
Cost Effectiveness	4	3	1	2	5	3.0
SEE Co-benefits	2	2	3	4	3	2.8
Time to Impact	5	3	3	1	5	3.4
Funding Availability	3	5	4	1	1	2.8
Energy Impact Score	2	5	3	N/A	N/A	3.3
Total Score (without Energy Impact)	3.6	3.0	2.8	2.0	3.8	3.0
Total Score (with Energy Impact)	3.3	3.3	2.8	2.0	3.8	3.0

FIVE IMMEDIATE ACTIONS



GRANT-WRITING TEAM



COMMUNITY ENERGY COORDINATOR



DEEP ENERGY RETROFITS



COMMUNITY BASED SOLAR



ZONING FOR LOCAL DERS

These five strategies emerge as priority recommendations for the local governments in Northwest Ottawa County to consider acting on as soon as possible. Near-term opportunities exist in this group based on the timing of outside funding and programs, the necessity of building local competitive capacity for future funding, community interest and benefits, and actions that are in the purview of local governmental leaders.

1. **Establish a grant-writing team to respond to grant opportunities for clean energy programs and projects.**

This team would be composed of city staff, community volunteers, industry content experts, and a professional grant-writer or firm. By working with government, quasi-government, and nonprofit coalitions, this team can align local initiatives with broader regional strategies, increasing the likelihood of securing funding and maximizing impact.

Strategy 7.1.

2. Secure available grant funding, such as that from the State of Michigan, **contract a Community Energy Plan Coordinator** for one year to educate the community on energy savings, local renewable energy and carbon reduction opportunities; seek grant funding for programs and projects; liaise with utilities and local units of government on projects and programs; engage with Michigan Green Communities and other statewide clean energy sector experts to advance this plan. **Strategy 6.1.**

3. **Implement Home Deep Energy Retrofits and Expand Weatherization Programs**

that not only improve energy efficiency but also create a more comfortable and healthier living environment, often with an emphasis on long-term savings, increase home value, and local sustainability benefits. Rebates and incentives are available through the local utilities. Additional resources coming available through the

State of Michigan's Home Energy Rebates (MiHER) program starting in 2025. Also, low-interest loans for energy efficiency upgrades will be widely available through the **Greenhouse Gas Reduction Fund** soon.

Strategy 1.1.

4. **Facilitate Community-based Solar Programs** by investigating the feasibility of local **community solar programs** and residential **"group buy" discount programs** with an installer to reduce the cost of rooftop solar. Additionally, the region should consider applying for a low-income solar program, such as **"Solar for All,"** which is being launched by the State of Michigan in late 2024. The probable success of programs/projects such as these depends on the trusted local government being an engaged participant on behalf of their residents' best interests. **Strategy 2.1.**

5. Local policies addressing energy likely need to be updated given how rapid the changes are taking place in this sector. **Adopting Zoning Ordinances and Permitting that Encourage Local Distributed Energy Resources (DERs)** can provide multiple benefits by removing outdated statutes, eliminating confusion, and streamlining the permitting work needed both for government oversight staff and community stakeholders. This exercise, importantly, can also align consistent policies

across regional local jurisdictions. Possibly **Grand Haven's Sustainability and Energy Commission** could undertake this task for its municipality and perhaps others.

Michigan Energy Options and 5 Lakes Energy led the process that has resulted in this plan and other related work available at: www.grandhavenareaenergyplan.org



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THE COMMUNITY ENERGY PLAN OF NORTHWEST OTTAWA COUNTY

ACTING NOW FOR TOMORROW

The Community Energy Plan presents a vital opportunity for local governments and residents to adopt a more strategic approach to climate challenges. After a year of collaboration, we've developed a data-driven plan with clear strategies to reduce carbon emissions and meet Michigan's clean energy goals for 2040 and 2050.

LEADING BY DOING

Local governments can lead by setting carbon goals, updating policies for clean energy, supporting clean tech businesses, and investing in sustainable operations.

THREE EMISSION REDUCTION PATHWAYS

The Plan offers three pathways for reducing emissions by 2050:

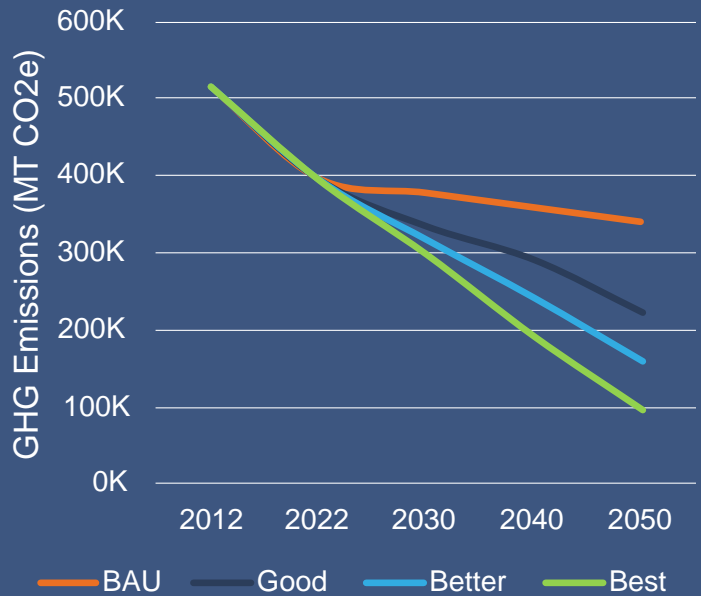
Good: 56% reduction, aligning with Michigan's decarbonization goals.

Better: 60% reduction through increased electrification, efficiency, and adoption of electric vehicles.

Best: 76% reduction through renewable energy expansion, full electrification of residential buildings and widespread adoption of electric vehicles.

The "Business As Usual" (BAU) line represents a national benchmark, showing how Grand Haven's 2022 baseline emissions might decrease if they followed the U.S. energy-related CO₂ reduction trend

projected by the Energy Information Administration.



Total GHG Emissions By Pathway

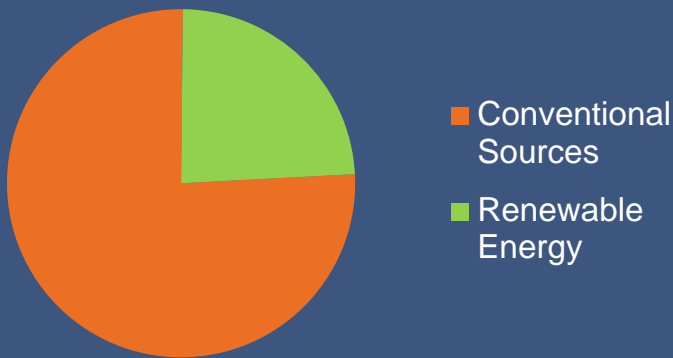
BUILDING ON A POSITIVE TREND

Per person emissions in the Grand Haven Region dropped from **19.7 tons in 2012** to **14.5 tons in 2022**, which is close to the U.S. national average of 14.9 tons in 2024. If the "Best" plan is followed, emissions could fall even further to just **3.5 tons per person by 2050**. This reduction reflects the region's ongoing shift toward cleaner energy sources and more sustainable practices.

REDUCING ENERGY WASTE, INCREASING ELECTRIFICATION, AND RENEWABLES ARE KEY

Using less energy and electrifying buildings and transportation is key to cutting emissions, so too is adding more renewable energy. Currently,

24% of the region’s power is renewable, but this will need to increase to **100% by 2050** to achieve the Best scenario emissions reductions. Reaching this goal will depend on the actions of attuned local policymaking and collaboration with the BLP to expand clean energy infrastructure.



Grand Haven Regional Energy Mix, 2024

COMMUNITY ENGAGEMENT AND SUPPORT

Input from a diverse group of stakeholders from Grand Haven, Ferrysburg, and Grand Haven Township shaped this plan. Led by a Steering Committee of local officials, BLP representatives, and community members, the plan was developed through open houses, listening sessions, and a community survey. Survey results from 378 respondents showed strong support for local action on climate change, energy-efficient buildings, and affordable clean energy.

- 70%** believe local action can address climate change
- 80%** expressed concern about energy affordability
- 83%** support a plan to make buildings more efficient

STRATEGIES TO GET THERE—STARTING TODAY

The region’s **Emissions Reduction Strategies** provide a roadmap for meaningful decarbonization. Divided into **Direct** and **Supportive** Strategies, they work together to build local capacity and deliver practical solutions to reduce greenhouse gas emissions.

DIRECT STRATEGIES

Direct strategies are the direct actions, such as energy efficiency projects and renewable energy adoption, that are cost-effective and reduce on-site emissions.

- Reduce Energy Usage and Emissions in Buildings
- Accelerate Local Renewable Energy Use
- Make transition to Electric Vehicles and Enhance Other Mobility Options
- Protect and Restore Land and Water Resources
- Improve Sustainable Food Systems

SUPPORTIVE STRATEGIES

Supportive strategies focus on building the expertise and support necessary to implement clean energy solutions.

- Support Ongoing Community Energy Engagement, Education, and Equity
- Adopt Local Clean Energy Policies
- Invest in Clean Energy Projects
- Track Results and Update Plan

Attachment B

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, DECEMBER 2, 2024**

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

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

Absent: None.

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, Finance Director Emily Greene, Public Works Director Derek Gajdos, Water Filtration Plant Superintendent Eric Law, Facilities & Grounds Manager Derek Lemke, Waterfront & Events Manager Brian Jarosz, Streets & Utilities Manager Mike England, and City Planner Brian Urquhart.

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Nathan Strom, Grand Haven Church of God.

APPROVAL OF CONSENT AND REGULAR AGENDAS

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

24-233 Council Member **Lowe** moved, seconded by Council Member **Fritz** to amend the agendas by moving Consent Agenda Item C to New Business Item G.

Roll Call Vote:

This motion carried unanimously.

24-234 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to approve the agendas as amended.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Kelley Larson, Temptations Ice Cream: Commented on the Temptations Ice Cream License Agreement.

PRESENTATION

Mike Vredeveld of Vredeveld Haefner, LLC presented on the 2023/2024 fiscal year audit.

Director of Public Works Derek Gajdos and Water Filtration Plant Superintendent Eric Law presented an update on Lead Service Lines. Part of the update included mandatory reporting that needs to be sent to EGLE and the EPA, the process of updating city records to reflect the materials of service lines, and the progress of the replacement program. Eric Law also described the water treatment process for water that comes through the NOWS plant.

CONSENT AGENDA.

24-235 Approve the Special Work Session and Council Regular Meeting Minutes for November 4, 2024, and November 18, 2024.

24-236 Approve the bill's memo in the amount of \$947,551.87. **Attachment A**

24-237 Approve a resolution to purchase large water meter repair parts, from Etna Supply of Grand Rapids, Michigan in the not-to-exceed amount of \$275,000.000.

24-238 Approve a resolution to award the 2025 seasonal slip rentals for the Municipal Marina and authorize the Mayor and City Clerk to execute the necessary documents.

24-239 Adopt the annual exemption option as set forth in 2011 Public Act 152 for benefit plan coverage year January 1, 2025, through December 31, 2025, and authorize the Mayor and City Clerk to execute the necessary documents.

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

Roll Call Vote:

This motion carried unanimously.

PUBLIC HEARING

The Mayor opens a Public Hearing concerning the approval of an introductory resolution to approve a major amendment to the Grand Landing Planned Development for a hotel located East of Miller Dr. and North of Adams Ave.

City Planner Brian Urquhart introduced the amendment to the Grand Landing Planned Development. The original plan allowed for a large-scale hotel with a North/South orientation. An amendment has been requested to allow the hotel orientation to change to East/West and be located closer to the river. The newly proposed hotel will be smaller than the original plan with 4 stories and 100 rooms.

Blake with Elite Hospitality Group explained the plans for the proposed extended-stay hotel.

Kelly Larson, Sweet Temptations: Shared her support for a hotel to be developed in the Grand Landing development and also shared her current concerns for traffic within the area and would like to see the intersection of US 31 and Jackson and Jackson and 6th reworked.

After hearing no further comments, Mayor Monetza closed the Public Hearing.

City Council asked further questions of the City Planner and the representatives from Elite Hospitality Group.

24-240 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin** to add a resolution to the agenda to approve an introductory resolution to approve a major amendment to the Grand Landing Planned Development for a hotel located East of Miller Dr. and North of Adams Ave.

Roll Call Vote:

This motion carried unanimously.

24-241 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin** to approve an introductory resolution to approve a major amendment to the Grand Landing Planned Development for a hotel located East of Miller Dr. and North of Adams Ave.

Roll Call Vote:

This motion carried unanimously.

The Mayor opens a public hearing concerning the approval of an introductory resolution to approve a major amendment to Noto's Planned Development for a non-illuminated sign on the South wall located at 1223 S. Harbor Dr.

City Planner Brian Urquhart introduced the requested amendment to the Noto's Planned Development. The purpose of the amendment would be to allow Noto's to construct a non-illuminated wall sign for their business.

Greg, Bear Sign Company: Shared support for the proposed signage and asked City Council to amend the Planning Commission recommendation to allow the sign to be illuminated.

Tom Noto, Noto's: Shared that the existing signage is currently backlit at night and would like the new sign to be allowed to be illuminated.

After hearing no further comments, Mayor Monetza closed the Public Hearing.

City Council asked the City Planner and the owner of Noto's further questions on the amendment.

City Council requested a written resolution be presented to them before voting on the amendment.

NEW BUSINESS

24-242 Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz** to approve a resolution to receive and place on file the annual financial reports for June 30, 2024, as presented by Vredeveld Haefner, LLC.

Roll Call Vote:

This motion carried unanimously.

24-243 Mayor Pro-tem **McLaughlin** moved, seconded by Council Member **Fritz** to approve an introductory resolution to amend Chapter 15, Article II, of the Grand Haven Code of Ordinances, to adopt the 2021 edition of the International Fire Code.

Roll Call Vote:

This motion carried unanimously.

24-244 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to approve a Facility Encroachment Agreement with CSX Transportation, Inc. for underground utilities within the Columbus Avenue Reconstruction Project, pay the required fee of \$500.00, and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

This motion carried unanimously.

24-245 Council Member **Lowe** moved, seconded by Mayor Pro-tem **McLaughlin** to approve a resolution to amend the City Manager Contract and authorize the Mayor and City Clerk to execute the necessary documents.

Roll Call Vote:

This motion carried unanimously.

24-246 Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve a License Agreement with Temptations for continued use of space at the Grand Trunk Depot.

Roll Call Vote:

This motion carried unanimously.

24-247 Council Member **Lowe** moved, seconded by Council Member **Fritz** to approve a resolution for a 1/3 financial contribution towards the replacement of a retaining wall at 63 Poplar Ridge in Highland Park.

Roll Call Vote:

This motion carried unanimously.

Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to approve a resolution to award a waterproofing bid in the budgeted amount of \$40,612.75 to Ayers Basement Systems of Kentwood, MI.

24-248 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to postpone voting on the waterproofing bid until an engineer can inspect and assess the basement.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz shared the Tree Lighting will be taking place at Bolt Park on Tuesday December 3rd and the Jingle Bell Parade will be taking place December 7th. Council Member Fritz also encouraged people to volunteer to be bell ringers for the Salvation Army.

Mayor Monetza encouraged the public to participate in the upcoming holiday events.

CITY MANAGER REPORT

City Manager Latsch reminded everyone the budget survey closes this Sunday and the City Council Strategy Session will be taking place December 12th.

Public Works Direct shared the purchase for large meter repair parts was given a 15% discount and Derek introduced Mike England the new Streets & Utilities Manager.

CALL TO AUDIENCE SECOND OPPORTUNITY

Kelly Larson, Sweet Temptations: Commented on the proposed parking with the Grand Landing Planned Development Amendment.

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 9:46 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Attachment A

To: Ashley Latsch, City Manager
 From: Emily Greene, Finance Director
 CM Date: 12.02.24
 RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 11.20.24	ACH WARRANT 11.20.24	WARRANT 11.27.24	ACH WARRANT 11.27.24	TOTALS
101	General Fund	\$74,397.14	\$0.00	\$16,651.13	\$45,751.15	\$136,799.42
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$1,977.53	\$0.00	\$73.74	\$1,534.32	\$3,585.59
203	Local Street Fund	\$337.60	\$0.00	\$73.74	\$384.65	\$795.99
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brid LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$26,899.76	\$26,899.76
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St. Dist. Dev	\$2,639.00	\$0.00	\$0.00	\$0.00	\$2,639.00
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$0.00	\$0.00	\$24,652.49	\$7,997.44	\$32,649.93
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$0.00	\$106,081.66	\$106,081.66
455	GL TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Operations	\$4,935.53	\$0.00	\$66,589.98	\$1,081.62	\$72,607.13
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$12,134.74	\$0.00	\$33,451.24	\$4,270.82	\$49,856.80
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$132.61	\$0.00	\$60.98	\$240.65	\$434.24
590	City Sewer Fund	\$196,428.68	\$0.00	\$32.73	\$18,393.14	\$214,854.55
591	City Water Fund	\$109,131.08	\$0.00	\$7,647.71	\$9,373.41	\$126,152.20
594	City Marina Fund	\$3,254.42	\$0.00	\$62.00	\$129.99	\$3,446.41
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$9,945.91	\$0.00	\$86,777.57	\$8,337.47	\$105,060.95
677	Self Insurance Fund	\$0.00	\$0.00	\$48.00	\$0.00	\$48.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$42,062.64	\$0.00	\$42,062.64
679	Health Benefit Fund	\$0.00	\$0.00	\$91.80	\$9,945.21	\$10,037.01
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$12,473.09	\$1,067.50	\$0.00	\$0.00	\$13,540.59
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$427,787.33	\$1,067.50	\$278,275.75	\$240,421.29	\$947,551.87

\$947,551.87 Total Approved Bills
 \$55,688.24 Minus eligible bills for release without prior approval: including Utility,
 \$881,863.63 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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

EGA

12.16.24

NEW FUND NUMBER	FUND NAME	WARRANT 12.04.24	ACH WARRANT 12.11.24	WARRANT 12.11.24	CREDIT CARD WARRANT 12.10.24	TOTALS
101	General Fund	\$31,912.75	\$77,493.42	\$34,037.87	\$7,460.48	\$150,904.52
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$866.81	\$22,141.60	\$1,387.35	\$0.00	\$24,395.76
203	Local Street Fund	\$41.20	\$14,847.81	\$1,457.31	\$0.00	\$16,346.32
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$1,391.70	\$0.00	\$1,391.70
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$10,778.00	\$4,415.46	\$0.00	\$560.56	\$15,754.02
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$805.00	\$0.00	\$805.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$251.41	\$2,644.43	\$17,454.99	\$0.00	\$20,350.83
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$4,899.12	\$0.00	\$4,899.12
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$367.97	\$367.97
509	Sewer Authority Operations	\$21,320.94	\$135.12	\$136.25	\$119.99	\$21,712.30
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$22,956.51	\$5,093.08	\$627.94	\$0.00	\$28,677.53
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$1,164.82	\$159.73	\$0.00	\$0.00	\$1,324.55
590	City Sewer Fund	\$829.78	\$263.38	\$1,348.71	\$0.00	\$2,441.87
591	City Water Fund	\$452.45	\$79,650.15	\$5,685.96	\$631.09	\$86,419.65
594	City Marina Fund	\$709.68	\$1,585.44	\$0.00	\$0.00	\$2,295.12
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$1,514.63	\$4,588.43	\$18,869.61	\$696.14	\$25,668.81
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
679	Health Benefit Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$90,325.26	\$40.75	\$7,400.87	\$0.00	\$97,766.88
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$183,124.24	\$213,058.80	\$95,502.68	\$9,836.23	\$501,521.95

\$501,521.95 Total Approved Bills

\$97,766.88 Minus eligible bills for release without prior approval: including Utility,

\$403,755.07 Retirement, Insurance, Health Benefit, and Tax Collection Funds

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Derek Gajdos- Public Works Director
Dana Kollewehr- Deputy Public Works Director

FROM: Brian Jarosz- Waterfront and Events Manager

DATE: November 25, 2024

SUBJECT: Grand Haven Municipal Marina- Commercial Slip Contract

The Grand Haven Municipal Marina Commercial Slip bid was awarded to Big Blue LLC. by City Council. The contract is for the 2025 through 2029 boating seasons. The first year slip fee is \$9,551.00 as bid upon. Years 2 through 5 slips fees are \$7,000.00 with a yearly 3% increase.

City staff is recommending that City Council approve this contract and authorize the Mayor and Clerk to execute any necessary documentation.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of December 2, 2024 between the CITY OF GRAND HAVEN, a Michigan Municipal Corporation, of 519 Washington Avenue, Grand Haven, Ottawa County, Michigan (the "City"), and **Big Blue LLC.**, the principal business address of which is **17330 Villa Park Ave, Spring Lake MI, 49456** (the "Licensee").

IT IS AGREED:

1. General Agreement. In exchange for the fees and other consideration provided by this Agreement, the City grants to the Licensee a license to use the following described area situated in the City of Grand Haven, Ottawa County, Michigan:

The wooden broadside mooring facility located directly Northeasterly of the Grand Haven Municipal Marina, which is depicted in the drawing attached as Exhibit A.(the "Licensed Premises").

2. Term.

(a) Term. The term of this Agreement shall commence on **April 1, 2025** and terminate at midnight **OCTOBER 31, 2029**.

(b) Early Termination. If the City decides it has other uses for the Licensed Premises, the City may terminate this Agreement effective at the end of October of any year of this agreement in the calendar year in which the City provides notice to the Licensee of its intention to do so. The City shall not terminate this Agreement pursuant to this paragraph for the purpose of providing a similar license to another private entity providing human powered excursion services. The City may also terminate this Agreement for breaches of this Agreement as provided later in this Agreement.

3. Fee. The Licensee shall **have a five year contract, beginning April 1, 2025 through October 31, 2029**. * The first year fee shall be the bid amount of \$9,551.00, with years two-five at \$7,000, plus a 3% increase annually.

(a) Licensee shall pay the above-referenced license fees by cash or certified check. Licensee shall pay **Five Hundred and no/100 (\$500.00)** dollars on or before **FEBRUARY 15 of each year** with the balance of the license fee for the excursion season due **in equal monthly increments due in June, July and August and invoiced by the City**.

4. Non-Interference. If the Licensee pays fees and complies with the terms and conditions of this Agreement, the City shall not interfere with the Licensee's use of the Licensed Premises. The City shall have no liability or responsibility to the Licensee or others for any interruptions of use of the Licensed Premises caused by occurrences or events beyond the City's reasonable control.

5. Use. The Licensee shall use the Licensed Premises solely for the mooring of, loading of, and unloading of passengers from the excursion vessel known as the "**Big Blue**". The addition of other excursion vessels in the future owned by the Licensee must be approved by the City and will include additional rent consistent with the fees charged for the initial license. Licensed Premises may also be used for any reasonably necessary appurtenances such as boarding devices, but for no other purposes. The Licensee agrees that there shall not be more than one vessel docked or moored on the Licensed Premises at any time unless additional vessels are approved as stated above. No vessel, which uses or docks at the Licensed Premises, shall exceed eighty (80) feet in length unless the City otherwise first agrees in writing. The Licensee shall not serve food or alcohol on any excursion vessel while the vessel is docked or moored on the Licensed Premises unless it is part of an excursion. The Licensee agrees to provide ingress and egress to Municipal Marina Slip # 28 for transient occupants, guests and/or invitees permitted by the City for the use of Slip #28, and the City shall not permit any vessel which would impede access by the Grand Haven Paddle Pubs to the Licensed Premises to use Slip #28. The Licensee shall comply with all parking restrictions and regulations applicable to tenants and the general public pertaining to the public parking areas near the Municipal Marina and the Chinook Pier retail facility. The Licensee shall maintain the Licensed Premises in a clean, wholesome, and lawful manner and in compliance with all applicable governmental laws, ordinances, rules, regulations, orders, and directives including, without limitation, all Harbor and Municipal Marina Ordinances, rules, and regulations. In addition to the other requirements in this provision, the Licensee's use of the Licensed Premises shall be subject to the following restrictions:

- (a) Spray painting, major welding, burning and other hazardous activities are strictly prohibited on the Licensed Premises.
- (b) Only ordinary, light maintenance shall be permitted on "**Big Blue**" while moored at the Licensed Premises.
- (c) The Licensee shall provide and maintain adequate dock lines.

6. Assignment and Sublicensing. This Agreement may not be assigned nor shall any part of the Licensed Premises be sublicensed by the Licensee to any person (including a business entity) without the City's prior written consent. The City's approval of assignment or sublicensing shall not relieve the Licensee of its duties and obligations under this Agreement including, without limitation, its obligation to pay the license fees provided for in Section 3 of this Agreement unless the City shall, in writing, specifically release the Licensee from such duties and obligations. The City's acceptance of fees from any assignee, transferee, or sub licensee shall not constitute or be construed to constitute consent by the City to the assignment or sublicensing to such a person.

7. Acceptance of Premises. Except as otherwise agreed in writing, the act of the Licensee in commencing use of the Licensed Premises shall constitute the Licensee's acceptance of the Licensed Premises on an "as is" basis and the Licensee's acknowledgment by the Licensee that the Licensed Premises was in satisfactory and acceptable condition as of the date the Licensee commenced its use of the Licensed Premises. This Agreement shall not be construed to be a bailment of any excursion vessel, but is only a license for mooring space for the excursion vessel, and the City therefore shall have no liability for any condition present at or in the area of the Licensed Premises, whether natural, man-made, or caused by others.
8. Compliance. Any signage or other methods of advertising and any lighting or any boarding devices used by the Licensee shall comply with all applicable laws, ordinances, rules, regulations, orders, and directives of all public entities and officials of competent jurisdiction and shall be approved by the City prior to placement.
9. Signage. The City is not required to provide signage space for Licensee on Harbor Drive. The Licensee shall contract with the owner of the Chinook Pier improvements for signage space on the Chinook Pier marquee, if the Licensee desires Harbor Drive signage. The Licensee will be permitted to have dock signage in compliance with the City's Sign Ordinance as approved by the City prior to placement.
10. Licensure. The Licensee shall assure that the captain of the "**Big Blue**" or other excursion vessels are properly licensed, certified, registered, inspected, and otherwise approved for the operations and activities in compliance with all applicable laws, rules, regulations, orders, and directives of any governmental entity of competent jurisdiction including, without limitation, the United States Coast Guard and the State of Michigan. Written documentation of such shall be provided to the City upon its request.
11. Taxes and Assessments. The Licensee shall pay all real and property taxes assessed against the Licensee's personal property or any personal property used by the Licensee and located on the Licensed Premises and/or against the Licensed Premises itself including, without limitation, any lessee-user tax equal to the real property tax that would be assessed against the Licensed Premises if the Licensed Premises were not tax-exempt.
12. Utility Services. Water and electricity will be provided by the City.
13. Repairs and Maintenance. Licensee, at its sole expense, shall, during the term of this Agreement, do and perform all repairs and maintenance necessary to keep the Licensed Premises in as good a condition as the Licensed Premises is in at the commencement date of this Agreement, reasonable wear and tear excepted. Without limiting the generality of the preceding sentence, the Licensee shall be responsible for all maintenance and repairs, trash pickup, storage and removal on a day-to-day basis, and care of the grounds of the Licensed Premises. Nothing may be affixed to the dock without the approval of the Department of Public Works Facilities Manager, in accordance with this license agreement.

14. Improvements, Restoration, Construction Liens.

- (a) Improvements. No change, alteration, or improvement may be made to the Licensed Premises without the City's prior written consent and, if the City so consents, such modifications shall be performed only by the Licensee or contractor approved by the City and only in conformance with written plans and specifications first approved by the City.

All improvements placed on or in the Licensed Premises or affixed to the Licensed Premises shall remain the property of the Licensee, and the Licensee shall have the right to remove said improvements on the termination of this Agreement, provided such removal is completed without damage to or with full restoration of the Licensed Premises. All improvements placed on or affixed to the Licensed Premises shall, at the request, in writing, of the City, be removed from the Licensed Premises upon termination of this Agreement, but otherwise shall remain the property of the City.

- (b) Construction Liens Prohibited. The Licensee shall not permit any material, supplier, labor, construction liens, or similar type liens, to be filed against the Licensed Premises by reason of work, labor, services, or materials supplied or claimed to have been supplied, whether prior or subsequent to the commencement of the term to or on behalf of or at the request of the Licensee. The Licensee shall hold the City, including its officers and employees, harmless from, and indemnify them against, such liens or any other liens against the Licensed Premises or any part of the Licensed Premises. If any such lien is filed against the Licensed Premises, the Licensee shall immediately take such action as will remove the lien.

This paragraph is not to be construed as an admission by the City that any such lien can legally be levied against the Licensed Premises.

15. Hours of Operation. The seasonal excursion vessel business may have operating hours from 6:00 a.m. to 12:00 a.m. and shall not be operated between 12:00 a.m. and 6:00 a.m. These operating hours will be more restrictive if so required by the United States Coast Guard, or other applicable laws, rules, regulations, orders, or directives of any governmental entity or official of competent jurisdiction. Further provided, if the City, in its sole judgment reasonably determines that such hours of operation cause a nuisance or substantial inconvenience to transient occupants in the Municipal Marina facility then the City may further limit the hours of operation by requiring later opening hours and earlier closing hours. The Licensee shall operate no additional charter outside these hours without the prior written consent of the City Manager.

16. Indemnity. The Licensee shall hold the City, including its officers and employees, harmless from, indemnify them for, and defend them with legal counsel reasonably acceptable to the City, against any and all demands, claims, lawsuits, awards, judgments, fines, penalties, criminal actions, administrative actions, or other losses or actions arising by reason of injury or death of any person or damage to any property of any nature whatsoever arising out of or incidental to this Agreement and/or the use of the Licensed Premises by the Licensee, or the acts or omissions of the Licensee or the Licensee's

contractors, subcontractors, sub licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the gross negligence of the City or its officers or employees. The City shall give to Licensee reasonable notice of any such claim or action. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

17. Insurance. Licensee shall obtain and maintain insurance in accordance with this provision. Such coverage shall be primary vis-à-vis the City's insurance coverage and shall name the City as an additional insured and certificate holder, except as to the coverage required by the contractual liability assumed by Licensee pursuant to the terms of this License. Each insurance policy required by this section shall provide that it may not be canceled or amended without thirty (30) days' prior written notice to the City. Prior to the Licensee's first using of the Licensed Premises, the Licensee shall provide to the City copies of insurance policies required by this section and certificates of insurance showing such insurance as is required by this section to be in effect with premiums paid and showing the City to be named as an additional insured. In the event of the failure of the Licensee to maintain such insurance or to file certificates and copies of policies with the City, the City may, but shall not be required to, purchase and keep in effect said insurance, and the cost of that insurance shall be an additional fee immediately due from the Licensee to the City. Such insurance shall include:

(a) Comprehensive General Liability covering claims for damages because of bodily injury and personal injury, including death, and damage to property, in the amount of not less than \$1,000,000 combined single limit. Such policy shall include coverage for Premises and Operations, Contractual Liability as applicable to Section 16 of this Agreement, Broad Form Property Damage, and a Cross Liability Endorsement for the City as an additional insured and certificate holder.

(b) Fire and extended coverage insurance on the Licensed Premises. Such insurance shall be for replacement cost of the Licensed Premises. The Licensee shall maintain such insurance on the Licensee's personal property located therein as the Licensee may elect. If the Licensed Premises is damaged or destroyed by fire or other casualty covered by the fire and extended coverage insurance, the Licensed Premises shall be repaired or replaced with due diligence by the Licensee and the proceeds of such insurance shall be deposited in escrow in the names of the City and the Licensee in a bank satisfactory to both and shall be used for no purpose other than the repair or replacement of Licensed Premises. The City shall have a lien on said funds for this purpose. Repairs and replacements shall be subject to the City's approval.

(c) Worker's disability compensation and employers unemployment compensation insurance, as well as such insurance coverage that may be required under the Federal Longshoreman's and Harbor Worker's Compensation Act, if applicable, in an amount not less than the statutory minimums. Whenever applicable, the Licensee shall also provide comprehensive insurance protection for any liability under the Jones Act and under general maritime law, in an amount so stipulated per statute.

18. Breach. If the Licensee fails to pay any fee due under this Agreement upon the

date due, or if the Licensee fails to perform any other obligation under this Agreement and breach is not cured within ten (10) days after the City notifies the Licensee of such breach, the City may, at its option, either (i) terminate this Agreement and all rights of the Licensee under this Agreement, or (ii) the City may elect not to terminate this Agreement and the Licensee shall be held responsible for all its obligations under this Agreement, including the payment of rent and shall not be permitted to use the Licensed Premises for any purposes until any breach has been fully cured.

19. Right of Entry. The City and its agents shall have the right to enter the Licensed Premises at such reasonable times as will not interfere with the Licensee's normal use thereof for any purpose.

20. Casualty. In the event of damage to, or partial or total destruction of, the Licensed Premises by fire, storm, or other casualty or accident, such that Licensee is unable to use the Licensed Premises for the purposes stated in this Agreement, as determined by the City, this Agreement shall terminate; provided, however, if the Licensed Premises can be restored by the Licensee to a condition prior to such fire, storm, casualty, or accident within ninety (90) days of such loss, then this Agreement shall not terminate. If this Agreement is so terminated, all casualty insurance proceeds on the Licensed Premises shall belong to the City. All license fees shall be apportioned to the date of termination hereunder. In no event shall the City be responsible for loss or damage to improvements, fixtures, equipment, goods, chattels, intangible property, or personal property owned by the Licensee and which are lost or damaged by reason of fire, theft, loss, vandalism, or other casualty.

21. Payment. In the event that the Licensee fails to timely pay (i.e., before the date on which they can no longer be paid without interest, fines, penalties, alterations, or gaps in coverage) the payment of any taxes, insurance, utilities, or other charges to be paid by the Licensee under this Agreement, then the City shall have the right, at its option, to pay any such item. Upon such payment by the City, such amount shall be deemed an additional license fee due under this Agreement and shall be immediately due and payable to the City.

22. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties and their permitted successors. All notices and other documents to be served or transmitted under this Agreement shall be in writing and addressed to the respective parties at the above stated addresses or such other address or addresses as shall be specified by the parties from time to time and delivered in person or by ordinary mail properly addressed with sufficient postage. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement. If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement which shall remain in full force and effect. It is contemplated that this Agreement may be executed in multiple counterparts, all of which together shall be deemed to be one (1) license. This Agreement represents the entire understanding and agreement between the parties and shall supersede any prior contract or license. All prior understandings and agreements are specifically merged in this Agreement. This Agreement may be amended by mutual agreement of the parties; all

amendments to this Agreement shall be in writing and signed by both parties. The captions in this Agreement are for convenience only and shall not be considered as part of this Agreement or in any way to amplify or modify the terms and provisions hereof. This Agreement shall be enforceable only by the parties and their successors in interest by virtue of an assignment which is not prohibited under the terms of this Agreement, and no other person shall have the right to enforce any of the provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed This _____ day of _____ 2024.

CITY OF GRAND HAVEN,
a Michigan municipal corporation

By: (signed) _____
Robert Monetza, Mayor

By: (signed) _____
Maria Boersma, City Clerk

LICENSEE NAME

By: (signed) _____
Erik Peterson, Owner, Big Blue
LLC.

EXHIBIT A

Section "C" GRAND HAVEN COMMERCIAL SLIP





CITY OF GRAND HAVEN
Finance Department
519 Washington Avenue
Grand Haven, MI 49417
Phone: (616) 847-4893

TO: Ashley Latsch, City Manager

FROM: Emily Greene, Finance Director EG

DATE: December 6, 2024

SUBJECT: FY2024-25 Budget Amendments (Council Meeting 12/16/2024)

To help departments have timely, accurate and up-to-date budget data, and as a requirement to appropriate funds prior to spending, the City Finance Department is working with City departments on a regular basis to review current fiscal year budgets for the General Fund (101) as well as other funds in need of budget amendments.

City staff has identified and is requesting approval for the attached budget amendments. Budget allocations between accounts in a department and/or department to department are used for budget amendments aiming for no net change to the overall budget, when possible.

I am asking Council to approve the FY2024-25 budget amendments, as presented.

FY2024-25 BUDGET AMENDMENTS
 Council Meeting 12/16/2024

GL NUMBER	DESCRIPTION	FY2024-25		FY2024-25	
		BUDGET	INCREASE/ DECREASE	BUDGET	AMENDMENT INFORMATION
Fund 101 - General Fund					
Dept 249 - General Insurance					
101-249-969.10	Errors & Omissions Insurance	5,200	9,950	15,150	actual insurance premium
101-249-969.20	Securities & Personal Bond Insurance	20	2,544	2,564	actual insurance premium
101-249-969.30	Property Insurance	25,000	2,404	27,404	actual insurance premium
101-249-969.50	Comp General Liability Insurance	43,500	(4,625)	38,875	actual insurance premium
101-249-969.60	Police Professional Liability Insurance	20,250	51,000	71,250	actual insurance premium
Dept 530 - DPW-Public Safety Building Operations					
101-530-801.00	Professional/Contractual	25,000	125,000	150,000	portable AC unit rentals, HVAC repairs, custodial services
Dept 780 - Coast Guard Festival					
101-780-702.00	Salaries & Wages - Fulltime	25,000	(4,820)	20,180	actual Coast Guard Festival expenses
101-780-703.00	Salaries & Wages - Parttime	400	180	580	actual Coast Guard Festival expenses
101-780-704.00	Overtime	17,000	(368)	16,632	actual Coast Guard Festival expenses
101-780-711.00	Health Benefits - Blue Cross	7,000	(1,351)	5,649	actual Coast Guard Festival expenses
101-780-711.03	Health Care Savings Plan	750	144	894	actual Coast Guard Festival expenses
101-780-712.00	Dental Benefits	300	23	323	actual Coast Guard Festival expenses
101-780-713.00	Life Insurance	40	(5)	35	actual Coast Guard Festival expenses
101-780-714.00	Short Term Disability Insurance	150	8	158	actual Coast Guard Festival expenses
101-780-715.00	Long Term Disability Insurance	130	4	134	actual Coast Guard Festival expenses
101-780-716.00	MERS DB Pension ER	5,500	(1,160)	4,340	actual Coast Guard Festival expenses
101-780-716.02	MERS 401a Defined Contrib ER	2,100	460	2,560	actual Coast Guard Festival expenses
101-780-717.00	Social Security & Medicare ER	2,500	198	2,698	actual Coast Guard Festival expenses
101-780-718.00	State Unemployment Ins ER	5	(4)	1	actual Coast Guard Festival expenses
101-780-719.00	Workers Comp Insurance	1,500	4	1,504	actual Coast Guard Festival expenses
101-780-720.00	OPEB/Retiree Health ER	2,500	(45)	2,455	actual Coast Guard Festival expenses
101-780-750.00	Oper Materials & Supplies	2,000	2,972	4,972	actual Coast Guard Festival expenses
101-780-801.00	Professional/Contractual	6,500	7,658	14,158	actual Coast Guard Festival expenses
101-780-965.00	Motorpool Charges	6,500	298	6,798	actual Coast Guard Festival expenses
Fund 401 - Public Improvement Fund					
Dept 040 - Revenue Accounts					
401-040-582.00-BRDWLK	Local Grants	108,461	(57,311)	51,150	GHACF Boardwalk Fund reimbursement
401-040-665.00	Interest	1,000	29,776	30,776	projected increased revenue
401-040-676.00	Reimbursements	20,000	167,948	187,948	DPS turnout gear cost recovery, Depot structural repairs ins
Dept 902 - Public Improvement Admin & Ops					
401-902-931.00	Building & Structural Repairs	1,328,000	115,150	1,443,150	DPS HVAC upgrade, CPP Auditorium audio/video updates
401-902-971.00	Capital Outlay - Equipment	236,900	3,048	239,948	DPS turnout gear replacement, taser replacement expense adj
401-902-985.00	Land Improvements Expense	705,000	111,000	816,000	Highland Park Assoc retaining wall, Riverview deck replacement
401-902-985.00-BRDWLK	Land Improvements Expense	145,000	(29,000)	116,000	Boardwalk decking replacement project expenses
401-902-985.01	Roof Replacement	80,000	(59,785)	20,215	Mulligan's Hollow roof replacement
Fund 591 - City Water (Distribution) Fund					
Dept 040 - Revenue Accounts					
591-040-509.00	Federal Grants	0	215,000	215,000	DMSI grant work carried into FY24/25
591-040-543.00	State Grants	0	182,500	182,500	DWSRF work carried into FY24/25
Dept 525 - Administration & General					
591-525-801.00	Professional/Contractual	58,100	215,000	273,100	DMSI grant work carried into FY24/25
591-525-959.00	Payments In Lieu of Taxes Expense	100,000	40,000	140,000	projected expense based on prior year
Dept 566 - Water Distribution					
591-566-801.00	Professional/Contractual	131,031	18,969	150,000	projection for increased current year expenses
591-566-801.24	Lead Service Replacement	110,000	140,000	250,000	water service line replacements, DWSRF work in FY24/25
Dept 966 - Transfers Out					
591-966-995.43	Transfers out 273 2014 Bond Rev Fund	181,096	(181,096)	0	transfers in/out for AMI bond payment
Fund 661 - Motorpool Fund					
Dept 040 - Revenue Accounts					
661-040-640.10	Trolley Service Revenue	15,000	5,000	20,000	projected increased revenue
661-040-665.00	Interest	12,000	13,000	25,000	projected increased revenue
Dept 525 - Administration & General					
661-525-968.00	Depreciation	0	560,000	560,000	projected depreciation expense
Fund 509 - GH-SL Sewer Authority Fund					
Dept 525 - Administration & General					
509-525-994.06	Paying Agent - 2013 SA Series B	400	1,320	1,720	2013 SA Series B debt paying agent fee
Dept 542 - S/A-Pumping Spring Lake					
509-542-971.00	Capital Outlay - Equipment	0	83,350	83,350	SLPS Automatic Transfer Switch replacement project

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



MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

FROM: Derek Lemke, Facilities and Grounds Manager, Department of Public Works

DATE: December 6, 2024

SUBJECT: Lake Forrest Cemetery and Mulligan's Hollow Tree Removal

The Department of Public Works (DPW) solicited and opened bids for tree removal in Lake Forrest Cemetery and Mulligan's Hollow. I have reviewed the four submissions that the City received in response to the request for proposal. Monarch Tree Service of Nunica, MI, was the verified low bidder at \$38,500.07. Given the scope of the project, City staff believes this bid to be appropriate.

The scope of work involves removing trees in three oak wilt epicenters. It is crucial to remove these trees to slow the spread of oak wilt, a fungal disease that can rapidly kill oak trees, particularly red oaks. Oak wilt spreads through root systems and by beetles carrying fungal spores from infected trees to healthy ones. Removing infected trees helps protect surrounding oaks and prevents further spread of the disease.

City Staff's bid recommendation and bid tabulation are attached. City staff recommends that City Council accept the low bid and award a contract to Monarch Tree Service in the amount of \$38,500.07 for the removal of trees in Lake Forrest Cemetery and Mulligans Hollow, and authorize the Mayor and City Clerk to execute the necessary documents.

Derek Lemke

Facilities and Grounds Manager
City of Grand Haven

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

November 18, 2024

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

It is the intent of the City of Grand Haven to receive bids for “Tree Removal” for the City of Grand Haven.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Ms. Maria Boersma, City Clerk, before **10:30 a.m. local time, Wednesday, December 4, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside “Critical Dune Area Tree Removal.”

Copies of the Requests for Proposals (RFP) that contain the minimum specifications and official proposal forms are available at the City Clerk’s office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417; at the Department of Public Works, 1120 Jackson St. Grand Haven, MI. 49417; or online from the City’s Web site: www.grandhaven.org.

Any questions regarding this RFP or the minimum specifications shall be directed to **Derek Lemke, Facilities and Grounds Manager, at 616-847-3493**

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

Derek Lemke
Grounds and Facilities Manager
Department of Public Works
City of Grand Haven,

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

November 18, 2024

INSTRUCTIONS TO BIDDERS

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

To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Instructions to Bidders (See Item 21).

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

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

6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

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

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

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

As soon as the award is made, an order or contract document will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the City of Grand Haven within 10 days of the date of sending, the Bid Surety, if required,

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

will be declared forfeited as liquidated damages.

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

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

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

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

Proposals to receive consideration must be received prior to the specified time of opening and reading as designated in the Notice to Bidders.

Bidder must use the Proposal Form furnished by the City as none other may be accepted.

The Proposal Form must be returned intact.

Removal of any Proposal Form thereof may invalidate the bid.

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

Bids are to be submitted in sealed envelopes and identified as requested in the Notice to Bidders.

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

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

**CITY OF GRAND HAVEN
 GRAND HAVEN, MICHIGAN
 DEPARTMENT OF PUBLIC WORKS**

17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerk’s office of the City of Grand Haven. In addition, copies will be kept on file at the City Clerk’s office and posted on the City website. All bidders shall be bound by such interpretations whether or not received by the bidders.
18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk’s Office of the City of Grand Haven and posted on the City website. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the City Clerk’s office and the City website.
19. **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

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

End of Instructions to Bidders Section

The City of Grand Haven, Michigan, will be accepting proposals from qualified contractors for the removal of trees to slow the spread of oak wilt in three locations, detailed below. 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. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

Scope

- Removal will need to take place during the dormant months to mitigate the spread of oak wilt.
- The area designated epicenter 5 is a Critical Dunes Area (CDA). Tree service must utilize low-impact equipment and use ecologically sensitive procedures to mitigate potential harm to dune stability. Tree service must cut to a low stump the below-listed plant material. Tree service to chip all cut debris, haul all wood, and finish with a thorough final cleanup.
 - Trees in epicenter five are listed in “EXHIBIT A”
- Spore producing trees will need to be chipped on site or removed and transported to a designated area on Harbor Island to be burned.
 - Trees designated to be chipped or burned will be marked with a blue X.

Permitting

- The City holds a EGLE permit for the purpose of controlling oak wilt and other invasive species within the 139 acres of Mulligans Hollow within the Critical Dune Area.

Site visit

There will be an opportunity to do a walk of the areas needing tree removal. Contractors are encouraged to visit the location to ensure an accurate bid is submitted. The date for the site visit will be on November 28, 2024 at 11:45am. City officials will meet contractors at base of access road. (Please see attached map) Contractors planning to attend are asked to let **Derek Lemke (616-847-3493)** know on or before November 25,2024 by end of day.

Site access

- The city will provide a leaf clean-up service on the access road to the water tower up to one week before the work is scheduled.
- Contractor will have the ability to store equipment inside the fenced-in water tower area locked overnight Monday through Friday.

Bid

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Maria Boersma, City Clerk, before **10:15 a.m. local time, Wednesday, December 4, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "Critical Dune Area Tree Removal".

Time line

Work needs to be completed during the dormant season. Work may begin December 3, 2024 and needs to be completed no later than March 1, 2025.

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

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

BID FORM

Ms. Maria Boersma, City Clerk
519 Washington Avenue

_____ Date

Grand Haven, Michigan 49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the apparatus listed below. 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.

Description	Unit Price	Item Total

NET
TOTAL: _____

Attached are complete specifications and warranty information on the equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

(Bidder's Company Name)

(Bidder's Telephone Number)

(Street/Mailing Address)

(City/State/Zip)

(Bidder's Signature)

(Print Bidder's Name)



Lake Ave
Cemetery Rd

Lake Ave

Lake Forest Cemetery

Cemetery Rd

**CITY OF GRAND HAVEN
CONTRACTOR SERVICES AGREEMENT**

This Agreement is made as of **December 16, 2024** 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 **Monarch Tree Service** the address of which is **6586 E Mount Garfield Rd. Nunica, MI 49448**(the “Contractor”).

RECITALS

- A. The City wishes to provide for **Tree Removal** (The “Project”).
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment to **Tree Removal**, as specified in the Invitation to Bid, Conditions of Contract, Blueprints, General Conditions and Specifications attached as Exhibit A and incorporated by reference.
- C. The Contractor’s proposal to provide such services is attached as Exhibit B and incorporated by reference.
- D. The City Council, by its action at a meeting held **December 16, 2024** selected the Contractor to complete the Project.

AGREEMENT

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

**ARTICLE I
CONTRACTOR’S RESPONSIBILITIES**

- 1.1 **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 its engineer as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.
- (d) Provide cost information for any proposed change orders requested by the City. All change orders shall require the signature of the City, the engineer and the Contractor. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of construction time, may be authorized by the City Manager. Other changes will require City Council approval.

- 1.2 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 and described in Recital B above.

**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 December 17, 2024.
- 2.2 Commencement and Completion. Work shall commence and not be interrupted until completion on or before **March 1, 2025.**

**ARTICLE III
COMPENSATION AND PAYMENT**

- 3.1 Compensation. The City shall pay the Contractor the sum of **\$38,500.07** as provided for by in the Contractor’s proposal attached as Exhibit B, for the services performed under section 1.1 of this Agreement. Additional services as defined in section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.
- 3.2 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 building, improvements, fixtures or appurtenances, or any other City property with 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 not 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 B, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into to this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.
- 4.7 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, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, the terms of the Invitation to Bid,

conditions of contract, General Conditions and Specifications attached as Exhibit A shall control.

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

WITNESSES:

THE CITY OF GRAND HAVEN:

By: _____
Robert Monetza, Mayor
By: _____
Maria Boersma, City Clerk

THE CONTRACTOR:

By: _____
Its _____
By: _____
Its _____

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

BID FORM

Ms. Maria Boersma, City Clerk
519 Washington Avenue

12/2/24
Date

Grand Haven, Michigan 49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the apparatus listed below. 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.

Description	Unit Price	Item Total
Oak Wilt Tree Removal Forest Hills Cemetery	\$2264.71	\$38,500.00

NET TOTAL: \$38,500.00

Attached are complete specifications and warranty information on the equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.


**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

Monarch Tree Services, LLC
(Bidder's Company Name)

616-551-7032
(Bidder's Telephone Number)

6586 Mt. Garfield Rd.
(Street/Mailing Address)

Nunica, MI 49448
(City/State/Zip)


(Bidder's Signature)

Patric Morren
(Print Bidder's Name)



CITY OF GRAND HAVEN
519 Washington Ave
Grand Haven, MI. 49417

Date Bid Received	Bidder	City,State	Total Bid Amount
12/2/2024	Monarch Tree Services	Nunica, MI	\$38,500.07
12/2/2024	Tree Works Inc	Coopersville, MI	\$42,750.00
12/3/2024	Parshall Tree Care	Marne, MI	\$90,400.00
12/4/2024	Wise Owl Tree Co.	Marne, MI	\$48,393.00

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



MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works

FROM: Derek Lemke, Facilities and Grounds Manager, Department of Public Works

DATE: December 6, 2024

SUBJECT: Critical Dunes Tree Removal

The Department of Public Works (DPW) solicited and opened bids for tree removal in Mulligans Hollow, a designated Critical Dune Area (CDA). After thorough review, I have evaluated the two submissions received in response to the Request for Proposals.

Based on multiple factors, including expertise level and previous history working with the City in Critical Dune Areas, it is the recommendation of staff to award the bid to Parshall Tree Care of 1388 Comstock St. Marne MI. 49435.

Traditionally, it has been the City's purchasing policy to award contracts to the lowest bidder. However, given the sensitive nature of working within the strict legal parameters of EGLE (Michigan Department of Environment, Great Lakes, and Energy) permitting in a Critical Dune Area, it is imperative to prioritize expertise and site preservation. Parshall Tree Care has demonstrated proven expertise in managing projects within Critical Dune Areas with minimal impact on the environment. Their bid includes comprehensive plans for site preservation, full site cleanup, and restoration, ensuring compliance with EGLE's stringent requirements.

The other bid received was from Tree Works of Coopersville, amounting to \$62,300. Although this was the lower bid, it was deemed incomplete. An addendum issued during the RFP process required bidders to include a detailed plan for site access, material removal, and site preservation which is crucial for EGLE permitting. Tree Works did not provide this information, which is a critical oversight. Failure to adhere to EGLE's expectations for site access and preservation could result in significant degradation of the site, for which both the contractor and the City could be held liable.

Working in a Critical Dune Area is a responsibility that should not be taken lightly. These areas are protected due to their ecological significance and vulnerability. It is essential to engage contractors who not only understand the regulatory requirements but also have a proven track record of executing projects with the utmost care and precision. Parshall Tree

Care has consistently demonstrated their capability to meet these high standards, making them the preferred choice for this project.

City Staff's recommendation and subsequent quotes are attached. City staff recommends that City Council accept the bid and award a contract to Parshall Tree Care, in the amount of \$ 114,220 for tree removal, and authorize the Mayor and City Clerk to execute the necessary documents.

Derek Lemke

Facilities and Grounds Manager
City of Grand Haven

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

November 18, 2024

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

It is the intent of the City of Grand Haven to receive bids for “Critical Dune Tree Removal” for the City of Grand Haven.

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Ms. Maria Boersma, City Clerk, before **10:15 a.m. local time, Wednesday, December 4, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside “Critical DuneTree Removal.”

Copies of the Requests for Proposals (RFP) that contain the minimum specifications and official proposal forms are available at the City Clerk’s office at City Hall, 519 Washington Avenue, Grand Haven, Michigan 49417; at the Department of Public Works, 1120 Jackson St. Grand Haven, MI. 49417; or online from the City’s Web site: www.grandhaven.org.

Any questions regarding this RFP or the minimum specifications shall be directed to **Derek Lemke, Facilities and Grounds Manager, at 616-847-3493**

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

Derek Lemke
Grounds and Facilities Manager
Department of Public Works
City of Grand Haven,

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

November 18, 2024

INSTRUCTIONS TO BIDDERS

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

To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amounts of which will be determined by the City whenever such insurance is deemed necessary. When so required, the types and amounts of insurance to be provided will be set forth in the Instructions to Bidders (See Item 21).

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

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

6. **PRICING:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

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

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

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

As soon as the award is made, an order or contract document will be sent to the successful bidder for execution and bond if necessary. If the contracts are not executed and returned to the City of Grand Haven within 10 days of the date of sending, the Bid Surety, if required,

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will be declared forfeited as liquidated damages.

14. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed claim voucher, unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the City. Increases in contract costs shall be approved in writing, prior to excess expense being incurred. Approval of increases may require formal action by City Council.

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

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

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

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

Proposals to receive consideration must be received prior to the specified time of opening and reading as designated in the Notice to Bidders.

Bidder must use the Proposal Form furnished by the City as none other may be accepted.

The Proposal Form must be returned intact.

Removal of any Proposal Form thereof may invalidate the bid.

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

Bids are to be submitted in sealed envelopes and identified as requested in the Notice to Bidders.

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

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

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

17. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** No oral interpretation will be made to any bidder as to the meaning of the bid and/or Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Grand Haven. Any inquiry received within a reasonable time prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be on file in the Clerk's office of the City of Grand Haven. In addition, copies will be kept on file at the City Clerk's office and posted on the City website. All bidders shall be bound by such interpretations whether or not received by the bidders.
18. **CHANGES AND ADDENDA TO BID DOCUMENTS:** Each change or addenda issued in relation to this bid document will be on file in the Clerk's Office of the City of Grand Haven and posted on the City website. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available at the City Clerk's office and the City website.
19. **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

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
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End of Instructions to Bidders Section

Scope of Work

The City of Grand Haven, Michigan, will be accepting proposals from qualified contractors for the removal of trees to slow the spread of oak wilt in three locations, detailed below. 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. A contract will be awarded to the bidder submitting the lowest responsible bid meeting the requirements of this specification.

- Removal will need to take place during the dormant months to mitigate the spread of oak wilt.
- The area designated epicenter 5 is a Critical Dunes Area (CDA). Tree service must utilize low-impact equipment and use ecologically sensitive procedures to mitigate potential harm to dune stability. Tree service must cut to a low stump the below-listed plant material. Tree service to chip all cut debris, haul all wood, and finish with a thorough final cleanup.
 - Trees in epicenter five are listed in “EXHIBIT A”
- Spore producing trees will need to be chipped on site or removed and transported to a designated area on Harbor Island to be burned.
 - Trees designated to be chipped or burned will be marked with a blue X.

Permitting

- The City holds a EGLE permit for the purpose of controlling oak wilt and other invasive species within the 139 acres of Mulligans Hollow within the Critical Dune Area.

Site visit

There will be an opportunity to do a walk of the areas needing tree removal. Contractors are encouraged to visit the location to ensure an accurate bid is submitted. The date for the site visit will be on November 26, 2024 at 11:45am. City officials will meet contractors at base of access road. (Please see EXHIBIT B) Contractors planning to attend are asked to let **Derek Lemke (616-847-3493)** know on or before November 25,2024 by end of day.

Site access

- The city will provide a leaf clean-up service on the access road to the water tower up to one week before the work is scheduled.
- Contractor will have the ability to store equipment inside the fenced-in water tower area locked overnight Monday through Friday.

Bid

Sealed proposals must be received by the City of Grand Haven, 519 Washington Avenue, Grand Haven, Michigan, 49417, ATTN: Maria Boersma, City Clerk, before **10:15 a.m. local time, Wednesday, December 4, 2024**, at which time the proposals will be publicly opened and read aloud. Proposals must be submitted on the official proposal form attached. Sealed proposal envelopes must be clearly marked on the outside "Critical Dune Area Tree Removal".

Time line

Work needs to be completed during the dormant season. Work may begin December 17, 2024 and needs to be completed no later than March 1, 2025.

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

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

BID FORM

Ms. Maria Boersma, City Clerk
519 Washington Avenue

Date

Grand Haven, Michigan 49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the apparatus listed below. 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.

Description	Unit Price	Item Total

NET
TOTAL: _____

Attached are complete specifications and warranty information on the equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

(Bidder's Company Name)

(Bidder's Telephone Number)

(Street/Mailing Address)

(City/State/Zip)

(Bidder's Signature)

(Print Bidder's Name)

EXHIBIT A

ID number	Species	DBH	trunks	height	Lat.	Lon.
1	Oak, Red	30	1	55	43.05482333	-86.23915750316
4	Oak, Red	21	1	60	43.05476002	-86.23903700836
6	Oak, Red	19	1	55	43.05487446	-86.23903298505
7	Oak, Red	30	1	55	43.054726	-86.23918587096
8	Oak, Red	19	1	89	43.05482133	-86.23925883846
9	Oak, Red	14	1	70	43.05478869	-86.23931296214
10	Oak, Red	34	1	90	43.05467246	-86.23930541807
11	Oak, Red	27	1	80	43.05471519	-86.23899470091
13	Oak, Red	13	1	60	43.05474924	-86.23900542975
14	Oak, Red	16	1	60	43.05484202	-86.23899176265
15	Oak, Red	16	1	60	43.05486463	-86.23897736532
17	Oak, Red	16	1	69	43.05484434	-86.23889793947
18	Oak, Red	11	1	60	43.0547842	-86.23895397082
19	Oak, Red	15	1	70	43.05478866	-86.23885180969
20	Oak, Red	43	2	80	43.05475975	-86.23884644527
21	Oak, Red	20	1	80	43.05473084	-86.23883437533
22	Oak, Red	17	1	80	43.05470488	-86.23879548330
23	Oak, Red	15	1	60	43.05480298	-86.23873820856
24	Oak, Red	18	1	60	43.05481229	-86.23868054107
25	Oak, Red	18	1	65	43.0548929	-86.23878482928
26	Oak, Red	13	1	100	43.05491602	-86.23880336028
27	Oak, Red	23	1	65	43.05493792	-86.23884895783
28	Oak, Red	19	1	60	43.05491097	-86.23887443882
34	Oak, Red	20	1	80	43.05479084	-86.23859068707
35	Oak, Red	16	1	70	43.05480015	-86.23850506911

Exhibit B

Sherman Ave

Sherman Ave

Sherman Ave

Grand Haven Area
Community Foundation

Northwest Ottawa
Water Treatment Plant

Grand Haven Wat
Services Garage

Mulligan's Hollow
City Park Tennis Park

Mulligan's Hollow
Park Pickleball Co

Mulligan's Hollow Recreation Area

Mulligan Dr

Mulligan Dr

Mulligan Dr



**CITY OF GRAND HAVEN
CONTRACTOR SERVICES AGREEMENT**

This Agreement is made as of **December 16, 2024** 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 **Parshall Tree Care** the address of which is **1388 Comstock St. Marne, MI 49435.**(the “Contractor”).

RECITALS

- A. The City wishes to provide for **Tree Removal** (The “Project”).
- B. To complete the Project, the City requires the services of a contractor to provide the necessary labor, materials, and equipment to **Tree Removal**, as specified in the Invitation to Bid, Conditions of Contract, Blueprints, General Conditions and Specifications attached as Exhibit A and incorporated by reference.
- C. The Contractor’s proposal to provide such services is attached as Exhibit B and incorporated by reference.
- D. The City Council, by its action at a meeting held **December 16, 2024** selected the Contractor to complete the Project.

AGREEMENT

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

**ARTICLE I
CONTRACTOR’S RESPONSIBILITIES**

- 1.1 **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 its engineer as failing to comply with this Agreement shall be promptly removed and replaced by the Contractor to bring it into compliance. This work shall be done at the expense of the Contractor without cost to the City and shall include making good all work of others destroyed or damaged by removal and replacement.

(d) Provide cost information for any proposed change orders requested by the City. All change orders shall require the signature of the City, the engineer and the Contractor. Minor changes in work or materials not involving an increase in the overall cost of the project or extension of construction time, may be authorized by the City Manager. Other changes will require City Council approval.

1.2 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 and described in Recital B above.

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 December 17, 2024.

2.2 Commencement and Completion. Work shall commence and not be interrupted until completion on or before **March 1, 2025.**

ARTICLE III COMPENSATION AND PAYMENT

3.1 Compensation. The City shall pay the Contractor the sum of **\$114,220** as provided for by in the Contractor's proposal attached as Exhibit B, for the services performed under section 1.1 of this Agreement. Additional services as defined in section 1.2 of this Agreement will be performed for a fee agreed upon in writing prior to the performance of such services.

3.2 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 building, improvements, fixtures or appurtenances, or any other City property with 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 not 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 B, both of which are incorporated by reference. No other oral statements or prior or contemporaneous written material not specifically incorporated in this Agreement shall have any effect and no changes or additions to this Agreement shall be effective unless made in writing and signed by the parties. In entering into to this Agreement, the parties are relying solely upon the representations and agreements in this Agreement and no others.
- 4.7 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, General Conditions and Specifications attached as Exhibit A and the Proposal attached as Exhibit B, the terms of the Invitation to Bid,

conditions of contract, General Conditions and Specifications attached as Exhibit A shall control.

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

WITNESSES:

THE CITY OF GRAND HAVEN:

By: _____
Robert Monetza, Mayor
By: _____
Maria Boersma, City Clerk

THE CONTRACTOR:

By: _____
Its _____
By: _____
Its _____



PROPOSAL

Job Name
Mulligans Hollow 20241203 GTC Epicenter 5

Tuesday, December 3, 2024

Mulligans Hollow
 Derek Lemke
 519 Washington Ave
 Grand Haven, MI 49417

Expert: James Retzlaff
Phone: 616- 260 -1031
Email: james.retzlaff@parshallcompanies.com
Worksite: 30 Sherman Ave
 Grand Haven, MI 49417

#	Item	Description	Qty	Price
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1		<p>Consulting</p> <p>All work will be performed with an ISA Certified Arborist on Site. All work will be performed with an ISA Michigan Oak Wilt Qualified Arborist on site. All work will be performed with a Tree Care Industry Association Certified Tree Safety Professional onsite. All equipment wheeled equipment will be matted on turf areas or existing road base. Only tracked equipment or equipment with mats can be on turf/dune areas. We have quoted the work as per the request of the RFP. However, if awarded the contract we would recommend in wrighting specific trees to not be touched because they are on critical dune areas. These omissions would cause a reduction in the work. We also if awarded the contract would look into utilizing a tracked chipper on the project to leave chips on the ridge trail or choose to broadcast the chips into nature and leave them on site. Parshall Tree Service, LLC utilizes a digital inventory management tool that will be provided to the city upon request to show where trees have been worked on and what tree services have been done at specific sites.</p>	0	
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2	Trees	<p>Tree Removal</p> <p>This work is proposed for Dec 16, 2024 to Mar 1st, 2025. To slow the spread of oak wilt this work will be completed during the winter dormant season.</p>	0	\$84,520.00
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Parshall Tree Care Experts request the city provide a leaf clean-up service on the access road to the water tower up to 1 week before the work is scheduled.

Parshall Tree Care Experts requests the ability to store



PROPOSAL

equipment inside the fenced-in water tower area locked overnight Monday through Friday.

Parshall Tree Care Experts utilizing low-impact equipment and or climbing will cut to a low stump the below-listed plant material. We will chip all cut debris, haul all wood, and finish with a thorough final cleanup.

- #1 Oak (Red) Suspected ow located on ridge, DBH:30
- #6 Oak (Red) Treated located 15' nor the of #5, DBH:19
- #7 Oak (Red) Treated Located just south of ridge 25 feet south of #1, DBH:30
- #8 Oak (Red) Tested Located west of #1 by 33', DBH:19
- #9 Oak (Red) In treated located west of #11 by 11 feet, DBH:14
- #10 Oak (Red) Treated located sw by 50 of #1 recommend to leave as tree has now failed further into the valley, DBH:34
- #11 Oak (Red) Treated next to hemlock tag 7219 sw of #1 by 58 feet recommend leaving in woods, DBH:27
- #13 Oak (Red) Treated Located se of #4 by 10 feet, DBH:13
- #14 Oak (Red) Girdled Located east of #1 by 41 feet, DBH:16
- #15 Oak (Red) Treated located ne of #14 by 5 feet, DBH:16
- #17 Oak (Red) Located east of #14 by 7 feet, DBH:16
- #18 Oak (Red) Treated Located on ridge 16 feet south of #14, DBH:11
- #19 Oak (Red) Treated Located 22 feet se of #14, DBH:15
- #20 Oak (Red) Treated two stem Located south of ridge 26 feet s of #14, DBH:43
- #21 Oak (Red) Treated located south of twin stem #20 by 9 feet, DBH:20
- #22 Oak (Red) Located south of twin stem oak #20 by 19 feet recommend leaving tree as is due to erosion control, DBH:17



PROPOSAL

- #23 Oak (Red) Located on ridge east of the #14 by 40 feet, DBH:15
- #24 Oak (Red) Located east of #14 by 51 feet, DBH:18
- #25 Oak (Red) Treated Located east of #14 by 60 feet, DBH:18
- #26 Oak (Red) Located east of #14 by 60 feet, DBH:13
- #27 Oak (Red) Treated Located south of rope tow shack, DBH:23
- #28 Oak (Red) Located west of rope tow shack 40 feet east of #14, DBH:19
- #34 Oak (Red) Located south of stump with blue x, DBH:20
- #35 Oak (Red) Located south of stump with blue x, DBH:16

3 Logs

Log Pick up

0

\$9,700.00

Large-diameter trunk wood too large to go through the chipper will be cut into long sections and placed by the road for pickup shortly after the work is completed. The log crew will finish with a thorough final clean-up.

- #1 Oak (Red) Suspected ow located on ridge, DBH:30
- #6 Oak (Red) Treated located 15' nor the of #5, DBH:19
- #7 Oak (Red) Treated Located just south of ridge 25 feet south of #1, DBH:30
- #8 Oak (Red) Tested Located west of #1 by 33', DBH:19
- #9 Oak (Red) In treated located west of #11 by 11 feet, DBH:14
- #10 Oak (Red) Treated located sw by 50 of #1 recommend to leave as tree has now failed further into the valley, DBH:34
- #11 Oak (Red) Treated next to hemlock tag 7219 sw of #1 by 58 feet recommend leaving in woods, DBH:27
- #13 Oak (Red) Treated Located se of #4 by 10 feet, DBH:13
- #14 Oak (Red) Girdled Located east of #1 by 41 feet, DBH:16
- #15 Oak (Red) Treated located ne of #14 by 5 feet, DBH:16
- #17 Oak (Red) Located east of #14 by 7 feet, DBH:16
- #18 Oak (Red) Treated Located on ridge 16 feet south of #14, DBH:11
- #19 Oak (Red) Treated Located 22 feet se of #14, DBH:15
- #20 Oak (Red) Treated two stem Located south of ridge 26 feet s of #14, DBH:43
- #21 Oak (Red) Treated located south of twin stem #20 by 9 feet, DBH:20

PARSHALL



TREE



TURF



PEST

Corporate Office
P.O. Box 215
Traverse City, MI 49685
877-250-2060
info@parshalltreecare.com

PROPOSAL

- #22 Oak (Red) Located south of twin stem oak #20 by 19 feet recommend leaving tree as is due to erosion control, DBH:17
- #23 Oak (Red) Located on ridge east of the #14 by 40 feet, DBH:15
- #24 Oak (Red) Located east of #14 by 51 feet, DBH:18
- #25 Oak (Red) Treated Located east of #14 by 60 feet, DBH:18
- #26 Oak (Red) Located east of #14 by 60 feet, DBH:13
- #27 Oak (Red) Treated Located south of rope tow shack , DBH:23
- #28 Oak (Red) Located west of rope tow shack 40 feet east of #14, DBH:19
- #34 Oak (Red) Located south of stump with blue x, DBH:20
- #35 Oak (Red) Located south of stump with blue x, DBH:16

Subtotal: \$94,220.00

Tax: \$0.00

Signature _____

Date _____

Total: \$94,220.00

PARSHALL | TREE, TURF & PEST EXPERTS

PARSHALLTREECARE.COM • PARSHALLTURFCARE.COM • PARSHALLPESTCONTROL.COM



PROPOSAL

Tuesday, December 3, 2024

Job Name
Mulligans Hollow 20241203 epicenter 2

Mulligans Hollow
 Derek Lemke
 519 Washington Ave
 Grand Haven, MI 49417

Expert: James Retzlaff
Phone: 616- 260 -1031
Email: james.retzlaff@parshallcompanies.com
Worksite: 1319 Lake Ave
 Grand Haven, MI 49417

#	Item	Description	Qty	Price
1		<p>Consulting</p> <p>All work will be performed with an ISA Certified Arborist on Site. All work will be performed with an ISA Michigan Oak Wilt Qualified Arborist on site. All work will be performed with a Tree Care Industry Association Certified Tree Safety Professional onsite. All equipment wheeled equipment will be matted on turf areas or existing road base. Only tracked equipment or equipment with mats can be on turf/dune areas. We have quoted the work as per the request of the RFP. However, if awarded the contract we would recommend in writing specific trees to not be touched because they are on critical dune areas. These omissions would cause a reduction in the work. We also if awarded the contract would look into utilizing a tracked chipper on the project to leave chips on the trail or choose to broadcast the chips into nature and leave them on site. Parshall Tree Service, LLC utilizes a digital inventory management tool that will be provided to the city upon request to show where trees have been worked on and what tree services have been done at specific sites.</p> <p>We will climb the Oak uphill of #1 for life support. We will then cut out a few of the tops to reduce the chances of damage to the hemlock. Finally, we will cut the oak to a low stump with the least chance of damage to the hemlock. A tracked lift will also be used to remove the beech tree and possibly assist with a few limbs of the oak.</p>	0	
2	Trees	<p>Tree Removal</p> <p>This work is proposed for Dec 16, 2024 to Mar 1st, 2025. To slow the spread of oak wilt this work will be completed during the winter dormant season.</p>	0	\$8,400.00



PROPOSAL

Parshall Tree Care Experts utilizing low-impact equipment and or climbing will cut to a low stump the below-listed plant material. We will chip all cut debris, haul all wood, and finish with a thorough final cleanup.

- #1 Oak (Red) dead Located 40 feet up hill by erosion bars tag 1210, DBH:25.5
- #22 Beech Dead located downhill of standing hemlock, DBH:28

3 Logs

Log Pick up

0

\$600.00

Large-diameter trunk wood too large to go through the chipper will be cut into long sections and placed by the road for pickup shortly after the work is completed. The log crew will finish with a thorough final clean-up.

- #1 Oak (Red) dead Located 40 feet up hill by erosion bars tag 1210, DBH:25.5
- #22 Beech Dead located downhill of standing hemlock, DBH:28

Subtotal: \$9,000.00

Tax: \$0.00

Signature

Date

Total: \$9,000.00



PROPOSAL

Tuesday, December 3, 2024

Job Name
Mulligans Hollow 20241203 Epicenter 4

Mulligans Hollow
 Derek Lemke
 519 Washington Ave
 Grand Haven, MI 49417

Expert: James Retzlaff
Phone: 616- 260 -1031
Email: james.retzlaff@parshallcompanies.com
Worksite: 1319 Lake Ave
 Grand Haven, MI 49417

#	Item	Description	Qty	Price
---	------	-------------	-----	-------

1		<p>Consulting</p> <p>All work will be performed with an ISA Certified Arborist on Site. All work will be performed with an ISA Michigan Oak Wilt Qualified Arborist on site. All work will be performed with a Tree Care Industry Association Certified Tree Safety Professional onsite. All equipment wheeled equipment will be matted on turf areas or existing road base. Only tracked equipment or equipment with mats can be on turf/dune areas. We have quoted the work as per the request of the RFP. However, if awarded the contract we would recommend in writing specific trees to not be touched because they are on critical dune areas. These omissions would cause a reduction in the work. We also if awarded the contract would look into utilizing a tracked chipper on the project to leave chips on the trail or choose to broadcast the chips into nature and leave them on site. Parshall Tree Service, LLC utilizes a digital inventory management tool that will be provided to the city upon request to show where trees have been worked on and what tree services have been done at specific sites.</p>	0	
2	Trees	<p>Tree Removal</p> <p>This work is proposed for Dec 16, 2024 to Mar 1st, 2025. To slow the spread of oak wilt this work will be completed during the winter dormant season.</p> <p>Parshall Tree Care Experts utilizing low-impact equipment and or climbing will cut to a low stump the below-listed plant material. We will chip all cut debris, haul all wood, and finish with a thorough final cleanup.</p>	0	\$10,200.00



PROPOSAL

- #1 Oak (Red) Dead suspected ow 2-3 years located on north side of the trail, DBH:14
- #13 Oak (Red) Suspect ow treated located on trails north side, DBH:22
- #18 Oak (Red) Dead herbicide girdle Located south of trail , DBH:26
- #19 Oak (Red) Located south of trail , DBH:21

3 Logs

Log Pick up

0

\$800.00

Large-diameter trunk wood too large to go through the chipper will be cut into long sections and placed by the road for pickup shortly after the work is completed. The log crew will finish with a thorough final clean-up.

- #1 Oak (Red) Dead suspected ow 2-3 years located on north side of the trail, DBH:14
- #13 Oak (Red) Suspect ow treated located on trails north side, DBH:22
- #18 Oak (Red) Dead herbicide girdle Located south of trail , DBH:26
- #19 Oak (Red) Located south of trail , DBH:21

Subtotal: \$11,000.00

Tax: \$0.00

Signature _____

Date _____

Total: \$11,000.00



PARSTRE-01

PMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2024

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

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.

PRODUCER: Acrisure Great Lakes Partners Insurance Services, LLC
INSURED: Parshall Tree Service, LLC
CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Rented Equipment, and Leased Equipment.

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

CERTIFICATE HOLDER: City of Grand Haven, 519 Washington Avenue, Grand Haven, MI 49417
CANCELLATION: 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: [Signature]



PARSTRE-01

PMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2024

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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 Acrisure Great Lakes Partners Insurance Services, LLC 223 West Grand River Ave #1 Howell, MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : West Bend Insurance Company 15350 INSURER B : Michigan Horticulture Industries INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Parshall Tree Service, LLC P.O. Box 215 Traverse City, MI 49685	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			B463094	10/13/2024	10/13/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY			B463094	10/13/2024	10/13/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				BODILY INJURY (Per person)	\$
			<input checked="" type="checkbox"/>				BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB			B463094	10/13/2024	10/13/2025	EACH OCCURRENCE	\$ 1,000,000
			<input checked="" type="checkbox"/>				AGGREGATE	\$
								\$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PARSH-H	7/1/2024	6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented Equipment			B463094	10/13/2024	10/13/2025	Leased Equipment	155,000
A	Leased Equipment			B463094	10/13/2024	10/13/2025	Deductible	2,500

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 Avenue 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
-----------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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: Acrisure Great Lakes Partners Insurance Services, LLC
CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE: INSURER A: West Bend Insurance Company
INSURER B: Michigan Horticulture Industries
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF DATE, POLICY EXP DATE, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Rented Equipment, and Leased Equipment.

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

CERTIFICATE HOLDER: City of Grand Haven
CANCELLATION: 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: [Signature]

**CITY OF GRAND HAVEN
 GRAND HAVEN, MICHIGAN
 DEPARTMENT OF PUBLIC WORKS**

BID FORM

Ms. Maria Boersma, City Clerk
 519 Washington Avenue

12-3-2024
 Date

Grand Haven, Michigan 49417

Dear Ms. Boersma:

Completely in accordance with your notice, instructions and specifications, the undersigned declares that they have carefully examined the requirements of specifications contained herein, and propose to furnish and deliver to the City of Grand Haven the apparatus listed below. 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.

Description	Unit Price	Item Total
Tree Removal + Log Pickup in		114,220
Three areas		

of Mulligan's
 Hollow

NET
 TOTAL: 114,220

Attached are complete specifications and warranty information on the equipment quoted above. All changes to the specifications are attached. All Federal and State taxes have been deducted and all prices reflect the NET PRICE.

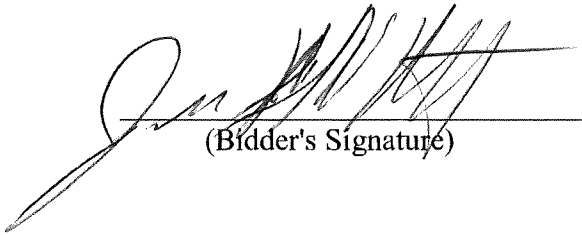
**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

Parshall Tree Service, LLC
(Bidder's Company Name)

877-250-2060
(Bidder's Telephone Number)

P.O. Box 215
(Street/Mailing Address)

Traverse City, MI 49685
(City/State/Zip)


(Bidder's Signature)

James Gregory Retzlaff
(Print Bidder's Name)

Branch manager.

Attachment C

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

OFFICE OF THE DIRECTOR

DATE: November 14, 2024
TO: Ashley Latsch, City Manager
FROM: Nichole Hudson, Director of Public Safety
RE: Adopting 2021 NFPA Fire Code



The agenda item requested is to approve the ordinance amendment on Chapter 15, Article II, of the City of Grand Haven code of ordinances to adopt the 2021 edition of the International Fire Code; the NFPA 303 Fire Protection standard for marinas and boatyards, 2021 edition; and Chapter 38 of the NFPA 2021 edition as public by the National Fire Protection Association.

This approval would allow Grand Haven Public Safety to update its practices from the 2015 Edition and bring them to more current standards by adopting the 2021 Edition. Adhering to the NFPA 2021 standards can help property owners comply with current trends, prevent dangerous events, and ultimately address firefighters' protection.

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 15, ARTICLE II, OF THE CITY OF GRAND HAVEN CODE OF ORDINANCES TO ADOPT THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE; TO ADOPT THE NFPA 303 FIRE PROTECTION STANDARD FOR MARINAS AND BOATYARDS, 2021 EDITION; AND TO ADOPT CHAPTER 38 OF NFPA 1, 2021 EDITION, AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION, INC.

The City of Grand Haven Ordains:

Section 1. Amendment. Chapter 15, Article II, including Sections 15-11 through 15-14, of the Code of Ordinances of the City of Grand Haven is amended to read as follows.

Sec. 15-11. Adoption by reference.

The International Fire Code, 2021 Edition, as promulgated and published by the International Code Council, NFPA 303 Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and Chapter 38 of NFPA 1, 2021 Edition, as published by the National Fire Protection Association, Inc., are adopted by reference as the fire code of the City of Grand Haven, and made a part of this Chapter as if fully set forth in this Article, subject to the modifications provided in this Article and subject to such further modifications as the City shall adopt from time to time.

Sec. 15-12. Available for public inspection.

Complete copies of the International Fire Code, 2021 Edition, NFPA 303 Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and Chapter 38 of NFPA 1, 2021 Edition, are available for public inspection and purchase at the office of the City clerk, and for inspection at the Loutit District Library or the Department of Public Safety.

Sec. 15-13. Definitions.

Whenever the words "city," "jurisdiction," or "governmental unit" are used in the International Fire Code, 2021 Edition and/or the NFPA 303, Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and/or Chapter 38 of NFPA 1, 2021 Edition, they shall mean the City of Grand Haven. Whenever the word "state" is used in the International Fire Code, 2021 Edition and/or the NFPA 303, Fire Protection Standard for Marinas and Boatyards, 2021 Edition, and/or Chapter 38 of NFPA 1, 2021 Edition, it shall mean the State of Michigan.

Sec. 15-14. Amendments to the fire code.

(a) The following sections of the International Fire Code, 2021 Edition, are revised as follows.

(1) *Section 101.1* shall read:

101.1 Title. These regulations shall be known as the *Fire Code* of the City of Grand Haven, hereinafter referred to as "this code."

(2) *Section 103.2* shall read:

103.2 Appointment. As used in this code, the term "fire code official" shall refer to the Director of the Department of Public Safety of the City of Grand Haven, or the director's designee.

(3) *Section 111.1* shall read:

111.1 Board of appeals. All appeals under this code shall be brought before the Construction Board of Appeals as created pursuant to subsection 9-232 of the Code of Ordinances of the City of Grand Haven, which Board is authorized and has jurisdiction to hear and decide appeals of

orders, decisions, or determinations made by the fire code official relative to the application and interpretation of this code, using the rules of procedures adopted by the Construction Board of Appeals.

(4) *Section 111.3* is deleted.

(5) *Section 112.4* shall read:

112.4 Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate shall be subject to the violation penalties set forth herein. A first violation is a municipal civil infraction which shall be punishable by a fine of not less than one hundred dollars (\$100.00). A second violation is a municipal civil infraction which shall be punishable by a fine of not less than three hundred dollars (\$300.00). A third and any subsequent violation is a misdemeanor which shall, upon a determination of guilt, be punishable in accordance with section 1-8 of this Code of Ordinances of the City of Grand Haven.

(6) *Section 112.4.2* is added to read:

112.4.2 Costs of prosecution; equitable enforcement. In addition to a fine, a person determined to be responsible for a municipal civil infraction under this code shall be assessed the cost of prosecution of not less than nine dollars (\$9.00) but not to exceed five hundred dollars (\$500). In addition to the penalties provided by this section, the district court shall have equitable jurisdiction to enforce any judgment, writ, or order necessary to enforce any provision, the violation of which is a municipal civil infraction, including but not limited to abatement of the violating condition or the granting of any injunctive relief.

(7) *Section 113.4* shall read:

113.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor which shall, upon conviction, be punishable in accordance with section 1-8 of this Code of Ordinances of the City of Grand Haven.

(8) *Section 307.2* shall read:

307.2 Permit required. A permit shall be obtained from the code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pets, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled. No permit shall be issued for the open burning of building demolition or excess construction materials, the open burning of refuse from a multiple dwelling, or the open burning of refuse at commercial, governmental or industrial sites. The fee for each such permit shall be included in a schedule established from time to time by resolution of the City Council.

Exceptions: Open burning may be done without a permit as follows:

1. Salamanders or other recognized trade devices may be used for heating by construction workers, provided no smoke violation or other nuisance is created;
2. Fires may be set for the instruction of public fire fighters if the sole purpose of the fire is for fire-fighting training.

(9) *Section 603.8.1* is deleted.

(10) *Section 605.8* is added to read:

605.8 Pollution control. No person shall hereafter install, use, or cause to be used any incinerator unless a permit to install is first issued by the state air pollution control commission. Permits shall be issued only for incinerators which comply with all regulations of the state air pollution control commission. No person shall hereafter use or cause to be used an existing incinerator unless such incinerator is effective for the purpose of air pollution control.

(b) The geographic limits referred to in certain sections of the International Fire Code, 2021 Edition, are established as follows:

(1) *Section 5704.2.9.6.1.* (limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

(2) *Section 5706.2.4.4* (limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

(3) *Section 5806.2* (limits in which the storage of cryogenic fluids in stationary containers is prohibited): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

(4) *Section 6104.2* (limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas): Commencing at the intersection of Franklin Street and Seventh Street, thence northwesterly along Franklin Street to the intersection of Franklin Street and Harbor Avenue, thence northeasterly along Harbor Avenue to the intersection of Harbor Avenue and Columbus Street, thence southeasterly along Columbus Street to the intersection of Columbus Street and Seventh Street, thence southwesterly to the point of beginning.

Section 2. Effective Date. This ordinance shall become effective 20 days after its adoption or upon its publication, whichever occurs later.

YEAS: _____
NAYS: _____
ABSTAIN: _____
ABSENT: _____

CERTIFICATION

I certify this true and complete copy of Ordinance No. _____, adopted at a Regular Meeting of the Grand Haven City Council held on _____, 2024.

Maria Boersma, City Clerk

Introduced: _____, 2024
Adopted: _____, 2024
Published: _____, 2024
Effective: _____, 2024

Attachment D

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



MEMORANDUM

TO: Ashley Latsch, City Manager

CC: Derek Gajdos, Director of Public Works
Emily Greene, Finance Director
Michael England, Streets and Utilities Manager

FROM: Dana Kollewehr, Assistant City Manager *DK*

DATE: December 5, 2024

SUBJECT: Distribution System and Service Material Investigation (DSMI) Contract Modification

In October 2022 City Council approved a Drinking Water Asset Management Grant Agreement with the State of Michigan's Department of Environment, Great Lakes and Energy (EGLE) in the amount of \$582,335 to fund a Distribution System Materials Inventory (DSMI) and drinking water Asset Management Plan. Upon approval, Abonmarche and City staff worked together to prepare a Request for Proposals for the material investigation, including field verification of unknown service lines.

At the July 17, 2023 City Council meeting, a contract was awarded to Plummer's Environmental Services for water distribution system and service material investigation in the amount of \$192,548. Prior to the bid award, we had anticipated allocating \$250,000 of the total grant award to these activities. In order to best utilize the remaining grant funds and perform additional verification of unknown service lines, staff is recommending a contract modification increase in the amount of \$56,889. This will bring the total contract amount to \$249,437. Funding for the contract modification will come from the EGLE grant.

It is recommended that City Council approve the proposed contract modification in the amount of \$56,889 with Plummers Environmental Services for the Distribution System and Service Materials Investigation Project and authorize the Mayor and City Clerk to execute the necessary documents.

**GRAND HAVEN DISTRIBUTION SYSTEM AND SERVICE MATERIAL INVESTIGATION PROJECT
CHANGE ORDER NO.: 1**

Owner:	City of Grand Haven	Owner’s Project No.:	7541-01
Engineer:	Abonmarche Consultants	Engineer’s Project No.:	21-1507
Contractor:	Plummer’s Environmental Services	Contractor’s Project No.:	N/A
Project:	Grand Haven Distribution System and Service Material Investigation Project		
Contract Name:	Grand Haven Distribution System and Service Material Investigation Project		
Date Issued:	November 27, 2024	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of 147 “Water Service Investigation, Curb Stop” pay items to account for additional investigation efforts to verify public/private side service materials and a corresponding increase in contract times to allow for completion of additional work.

Attachments: **See attached summary of adjusted quantities.**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 192,548.00	Original Contract Times: Substantial Completion: November 17, 2023 Ready for final payment: December 1, 2023
Increase this Change Order: \$ 56,889.00	Increase this Change Order: Substantial Completion: May 2, 2025 Ready for final payment: May 16, 2025
Contract Price incorporating this Change Order: \$ 249,437.00	Contract Times with all approved Change Orders: Substantial Completion: May 2, 2025 Ready for final payment: May 16, 2025

Recommended by Engineer

Authorized by Owner

By: *Leah Bectel*

Name: Leah Bectel, PE

Title: Project Manager

Date: November 25, 2024

Dana Kollewehr

Deputy Director of Public Works

GRAND HAVEN DISTRIBUTION SYSTEM AND SERVICE MATERIAL INVESTIGATION PROJECT

Change Order #1 Summary of Item Changes

Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (\$)
2	Water Service Investigation, Curb Stop	147	LSUM	387.00	\$56,889.00
Change Order #1 Total:					\$56,889.00

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



MEMORANDUM

TO:

CC:

FROM: Brian Jarosz- Waterfront and Events Manager

DATE:

SUBJECT:

Event Set Up Time: _____

Event Clean Up Time: _____

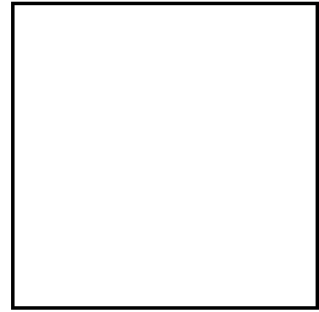
Event Time: _____ until _____

Public Services Requested



CITY OF GRAND HAVEN SPECIAL EVENT APPLICATION

OFFICE USE ONLY



A special event application is required for any event held on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

EVENT SUMMARY

EVENT NAME: _____

EVENT DATE(S): _____

START TIME: END TIME: SET UP TIME: TEAR DOWN COMPLETED BY:

EVENT LOCATION(S): _____

Is this a new event in the City of Grand Haven? No Yes*

***New events require discussion with Special Events and Project Manager before submitting application.**

EVENT WEBSITE (optional): _____

Would you like your event listed on the City's social media, free of charge? No Yes

APPLICANT INFORMATION

ORGANIZATION NAME: _____

ORGANIZATION ADDRESS: _____

RESPONSIBLE PARTY NAME: _____

RESPONSIBLE PARTY ADDRESS: _____

APPLICANT PHONE: _____ EMAIL: _____

EVENT DAY CONTACT (NAME/PHONE): _____

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

All event requests require a current to-scale map of the event site that includes setup, requested road closures, parking spaces, etc., to be submitted to the best of your knowledge at the time of application. Public Safety reserves the right to amend route requests based on safety and staff requirements for runs, walks, and parades.

Provide a detailed description of your event. Use additional sheet if necessary.

EVENT DETAILS & LOGISTICS CONTINUED

Department of Public Works Services (Check all that apply)

- | | | |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Banners, \$125-\$350 | <input type="checkbox"/> Electric, \$200 plus usage | <input type="checkbox"/> Stadium Fencing, \$800-\$4400 |
| <input type="checkbox"/> Barricades, \$3-\$15 (# and type determined by Public Safety) | <input type="checkbox"/> Park Rental, fees vary by park | <input type="checkbox"/> Street Closures, \$150 |
| <input type="checkbox"/> Cardboard Trash Container/Liner, \$13 each | <input type="checkbox"/> Portable Stage (Showmobile), \$500-\$1025 | <input type="checkbox"/> Sound System, \$100 |
| | <input type="checkbox"/> Sanitation (Grey Water/Grease) | <input type="checkbox"/> Water, \$100 plus usage |

Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply.

Will this event provide portable restrooms? No Yes # of units? ___ # of ADA units? ___

Will this event provide dumpster(s)? No Yes **NOTE: Portable restrooms and/or dumpsters may be required.**

Will there be entertainment? No Yes Will there be amplified sound? No Yes

If yes, check all that apply DJ Live Acoustic Live Amplified Other _____

This event is (please select one) Open to the public Private/Ticketed Invitation Only

PUBLIC SAFETY

Will there be food trucks/food concessions? No Yes*

Contact the Health Department for requirements and to schedule inspections.

Food truck vendors must have an annual inspection and permit from the Grand Haven Fire Marshal.

Will there be food cooked on-site? No Yes

If yes, how will food be cooked? Gas Charcoal Fryers Electric

Will there be pyrotechnics? No Yes

Will you provide your own security? No Yes

Will there be assembly tents at the event? No Yes

If yes, how many? _____ Total Size _____

Tents over 400 sq. ft. require a tent permit, fee and diagram. A permit application will be sent to you if required. An inspection must be conducted by the Fire Marshal.

ALCOHOL SERVICE

Will there be alcohol sold/served at the event? No Yes (if yes, complete the remainder of this section)

Applicants must contact the Grand Haven Department of Public Safety to apply for a separate liquor license.

The liquor license application also requires approval from the Michigan Liquor Control Commission following City Council approval.

Name of non-profit organization applying for the liquor license?

Contact Name: _____

Phone Number: _____

STREET & PARKING LOT CLOSURES

Please complete this section if you are requesting street closures or use of City parking lots. List the streets/parking lots you are requesting to close. Include the required map with your application, identifying street and parking lot closures.

STREET/PARKING LOT TO BE CLOSED	FROM WHICH INTERSECTION/LOCATION	TO WHICH INTERSECTION
Example - Harbor Drive	Columbus	Franklin

To help ensure the safety of event participants and the public, street closures require the following:

- **Barricades:** Street closures generally require barricades, which the City provides. The number of barricades will be determined by Public Safety, and a fee will be assessed to the applicant. **Barricades are to be set up by the event organizer.**
- **Race Routes:** Organizers must use the City's pre-approved route and mark the route with the City's race route signs.
- **No Parking Signage:** "No parking" signs must be posted 24 hours before an event for Public Safety to enforce the No Parking Order. If the areas you are requesting to use contain accessible parking spaces, those spaces must be replaced at a nearby location.
- **Notification of Affected Parties:** Applicant must notify property owners along the street closure route of the date and time of street closures. You can do this by delivering a notice in person or by mailing a notice to the property owner. **The Special Events and Project Manager can provide you with the names and addresses of property owners along your route for mailing purposes.**

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events. You may contact an insurance agent of your choice to obtain liability insurance coverage. Please inform your insurance agent that the wording on the certificate must read: The City of Grand Haven, as additional insured in the amount of \$1,000,000 per occurrence 519 Washington Avenue Grand Haven, MI 49417

An acceptable certificate of insurance must be submitted no later than **14 days** before the event date.

Name of Insurance Company/Agent: _____
Phone Number of Company/Agent: _____

SPECIAL EVENT FEES

Submit the special event and park application fees with completed application. Applications will not be processed without the application fee being paid. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates.

To Be Completed by Applicant	City of Grand Haven Resident and Non-Profit Discount
<input type="checkbox"/> Resident/Non-Profit Application Fee, \$100 <input type="checkbox"/> Non-Resident/Profit Application Fee, \$150 <input type="checkbox"/> Park Permit Application, \$35 <input type="checkbox"/> Duncan Park Application, \$25	<ul style="list-style-type: none"> Residents and non-profits within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees. Non-profits outside the COGH are eligible for up to \$250 in discounted fees. Discounts only apply to facility, park, and public space rental fees (not incidental costs). Discounts are subject to approval and current special event policy.
<p>I am requesting the maximum allowable discount (Initial Here): _____</p>	

REQUIREMENTS OF THE SPECIAL EVENT

- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy.
- Applicant shall comply with all City of Grand Haven Ordinances.
- The applicant organization will hold the City of Grand Haven harmless from all claims.
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services.
- The City reserves the right to deny changes to the application once final approval is given.
- Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit.
- Your completed application will be routed to all necessary departments by the Special Events and Project Manager for their recommendation to City Council.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, the cancellation of the event, and/or the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable City of Grand Haven ordinances and regulations.

Signature

Date

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



MEMORANDUM

TO: Ashley Latsch- City Manager

CC: Derek Gajdos– Director of Public Works
Dana Kollewehr- Deputy Public Works Director

FROM: Brian Jarosz- Waterfront and Events Manager

DATE: December 09, 2024

SUBJECT: Celebration of Service (Recurring)

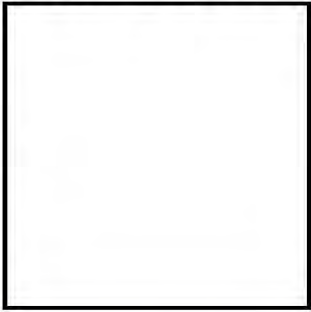
The proposed “Celebration of Service” concerts will occur in the Harbor Island green space on Friday, June 6th, and Saturday, June 7th. The applicant requests to rent and set up the Showmobile for live music and enclose the green space to sell and serve alcohol. Security will be provided, and the Fire Marshal will review and approve the fencing setup. Portable restrooms and trash containers will be provided. Proceeds from the event will support the STEM and veteran’s organizations. The entertainment will also include a drone show displayed over the water. Last year, the event took place in Mulligan’s Hollow, but the applicant is requesting the use of Harbor Island instead based on logistical challenges experienced in 2024. A site plan is enclosed for use of Harbor Island.

City staff is recommending that City Council approval.



CITY OF GRAND HAVEN RECURRING SPECIAL EVENT APPLICATION

OFFICE USE ONLY



A special event application is required for any event on City property or using City services. The application and fees are due by **March 1st** for events held between May and August and **90+ days** before events occurring from September through April.

Completed applications and fees may be turned in to the Department of Public Works in person at 1120 Jackson Street, Grand Haven, MI 49417, and by mail, 519 Washington Ave. Grand Haven, MI 49417. Questions may be directed to 616-847-3493 or specialevents@grandhaven.org.

EVENT SUMMARY

EVENT NAME: Celebration of Service

EVENT DATE(S): June 6th and 7th, 2025

START TIME:	END TIME:	SET UP TIME:	TEAR DOWN COMPLETED BY:
<u>5:00 p.m.</u>	<u>11:00 p.m.</u>	<u>8:00 a.m.</u>	<u>12:00 a.m.</u>

EVENT LOCATION(S): Harbor Island (field)

Is this a recurring event in the City of Grand Haven? No Yes

If no, please complete full special event application

APPLICANT INFORMATION

ORGANIZATION NAME: Creative Community Entertainment

ORGANIZATION ADDRESS: P.O. Box 440 Grand Haven, MI 49417

RESPONSIBLE PARTY NAME: Jamal Steward

RESPONSIBLE PARTY ADDRESS: 6779 Beech Creek Dr Fruitport, MI 49415

APPLICANT PHONE: 616-502-9503 EMAIL: jsteward@cc-entertainment.org

EVENT DAY CONTACT (NAME/CELL PHONE): Same as above

Representative must be on site and available during entire event.

EVENT DETAILS & LOGISTICS

All event requests require a current to-scale map of the event site, setup, requested road closures, parking spaces, etc., to be submitted to the best of your knowledge at the time of application. For runs, walks, and parades, Public Safety reserves the right to amend route requests based on safety and staff requirements.

Provide a description of your event and outline any changes from the previous year.

Celebration of Service is a fundraising event for military veteran organizations and community awareness opportunities, resources, and technology. The event promotes STEM activities that range from aviation, engineering and military technologies. The event will host live music, concessions, and food trucks along with the STEM activities as depicted on the enclosed map. Both evenings will end with a drone show demonstrating patriotic remembrance for all military service members and veterans. Last year, event was successfully held at Mulligan's Hollow.

Will there be food trucks/concessions?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Inspections and permits required.
Will there be tents over 400 sq. feet?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Inspection and permit required.
Will alcohol be served at the event?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	Separate license required through MLCC.

EVENT DETAILS & LOGISTICS CONTINUED

Department of Public Works Services (Check all that apply)

- | | | |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Banner, \$125-\$350 | <input checked="" type="checkbox"/> Electric, \$200 plus usage | <input type="checkbox"/> Stadium Fencing, \$800-\$4400 |
| <input checked="" type="checkbox"/> Barricades, \$3-\$15/each (# and type determined by Public Safety) | <input checked="" type="checkbox"/> Park Rental, fees vary by park | <input type="checkbox"/> Street Closures, \$150 |
| <input type="checkbox"/> Cardboard Trash Container/Liners, \$13/each | <input checked="" type="checkbox"/> Portable Mobile Stage (Showmobile), \$500-\$1025 | <input type="checkbox"/> Sound System, \$100 |
| | <input type="checkbox"/> Sanitation (Grey Water/Grease) | <input type="checkbox"/> Water, \$100 plus usage |

Additional incidental fees apply based on applicant requests. Parks/Facilities/Street rental fee will apply

LIABILITY INSURANCE

Liability insurance naming the City of Grand Haven as additional insured is required for all events.

SPECIAL EVENT FEES

Submit the special event and park application fees with completed application. Application fees are due at the time a completed application is submitted. A cost estimate of event fees will be provided upon staff review of application. See current fee schedule for additional fees and current rates.

To Be Completed by Applicant

- Resident/Non-Profit Application Fee, \$100
- Non-Resident/Profit Application Fee, \$150
- Park Permit Application Fee, \$35
- Duncan Park Application Fee, \$25

City of Grand Haven Resident and Non Profit Discount

- Residents & Non Profits located within the City of Grand Haven (COGH) are eligible for up to \$500 in discounted fees.
- Non-Profits located outside the COGH are eligible for up to \$250 in discounted fees.
- Discounts only apply to facility, park and public space rental fees (not incidental costs).
- Discounts are subject to approval and current special event policy.

I am requesting the maximum allowable discount (Initial Here): JS

REQUIREMENTS OF THE SPECIAL EVENT

- Applicant will comply with all rules and regulations of the City of Grand Haven Special Event Policy.
- Applicant shall comply with all City of Grand Haven Ordinances.
- The applicant organization will hold the City of Grand Haven harmless from all claims.
- Event grounds will be left clean and free of litter. Failure of the applicant to satisfactorily clean the site may result in the City cleaning the site and billing the applicant for its services.
- The City reserves the right to deny changes to the application once final approval is given.
- Failure to provide any requested information promptly or providing false information may result in denial or revocation of the Special Event Permit.

Failure to comply with any requirements of the Special Event Permit may result in the forfeiture of your deposit, immediate event suspension, and the denial of future event requests.

With my signature, I certify that I have read and agree to the City of Grand Haven Special Events Policy and all items listed in this application. I agree to abide by all applicable ordinances and regulations.

Signature

Date



CITY OF GRAND HAVEN

Planning Department

519 Washington Ave
Grand Haven, MI 49417
Phone: (616) 935-3276



TO: Ashley Latsch, City Manager
FROM: Brian Urquhart, City Planner
DATE: November 22, 2024
SUBJECT: Noto's Planned Development Amendment

In October 2023, the Planning Commission approved the final development plan for Noto's at 1223 S. Harbor Drive. The final development included a sign plan, which included one sign on the north wall facing the parking lot. Under the regulations for a Planned Development, any signage changes must be reviewed as specified in the Planned Development ordinance. At the October 8th, 2024 meeting, the Planning Commission determined the sign was a major change.

Greg Gurney of *Bear Sign Company*, on behalf of property owners Tom Noto of *Noto's at the Bil Mar*, submitted a Planned Development application for the major amendment to the PD. Earlier this year, Mr. Gurney approached the city regarding an additional sign on the south wall. The primary reason to attract attention to motorists traveling north on S. Harbor Dr. The applicant justifies the additional sign will improve safety, and there is no practical location for a ground sign.

The Planning Commission determined the additional sign did meet the requirements for a major amendment, largely because the original development plan only depicted one wall sign. The Planning Commission also determined the sign may have an additional impact on adjoining properties, due to the illumination of the sign. The Planning Commission approved the sign, but restricted the sign to be non-illuminated.

Summary of Proposed Changes

- One non-illuminated 45 sq. ft. wall sign installed on south wall

Public Hearing & Planning Commission Recommendation

The Planning Commission held the public hearing on November 12, 2024. The Planning Commission voted 6-3 to recommend approval of a non-illuminated 45 sq. ft. wall sign on the south wall at Noto's located at 1223 S. Harbor Dr.

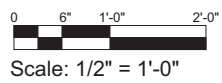
City Council Action

December 2nd is the 1st reading. Per Sec. 40-421.07, after holding a public hearing and a 2nd reading, City Council can approve, deny, or approve with conditions the PD application and preliminary development plan.

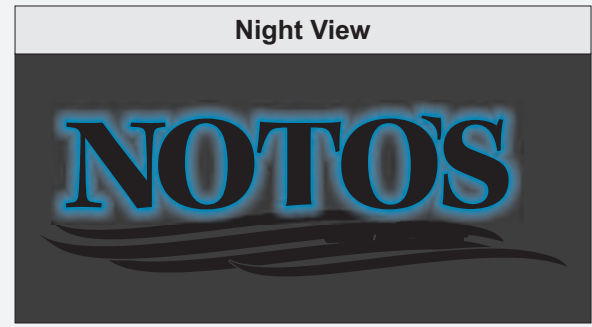
Attachments:

Proposed PD ordinance, proposed sign plan, site plan, public correspondence.

Sign 1: Illuminated Wall Sign









- ### Specifications
- ① 2½" Deep reverse-illuminated channel letters with clear polycarbonate backs stud mounted to facade with 2" standoffs.
 - ② Illuminated with blue Principal LEDs powered by low voltage power supplies.
 - ③ Wave graphics and secondary copy boarder to be CNC routed .125" aluminum painted with Matthews Satin Polyurethane Enamel and stud mounted flush to building facade. Secondary copy to be applied pressure sensitive vinyl.
 - ④ Photo eye, toggle disconnect, U.L. listed and labeled.



Square Footage
45.00 Sq.Ft.



Color Specifications

 PMS 447	 PMS 3005 C	 PMS 534 C	 PMS 651 C
 Paint to Match Facade	 Black		



Sign 1: Elevation



Note: sign rendered for size and placement only. To be installed after completion of building facade.

Site Plan

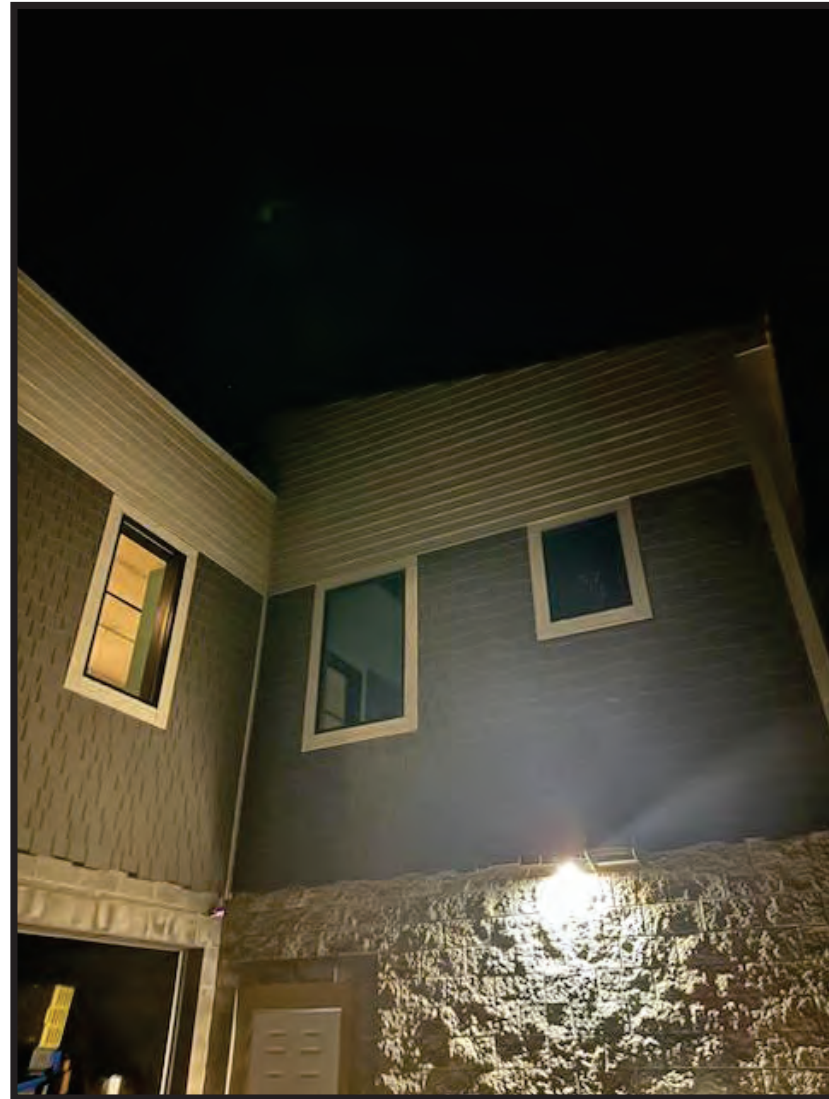


Proposed location of illuminated wall sign.

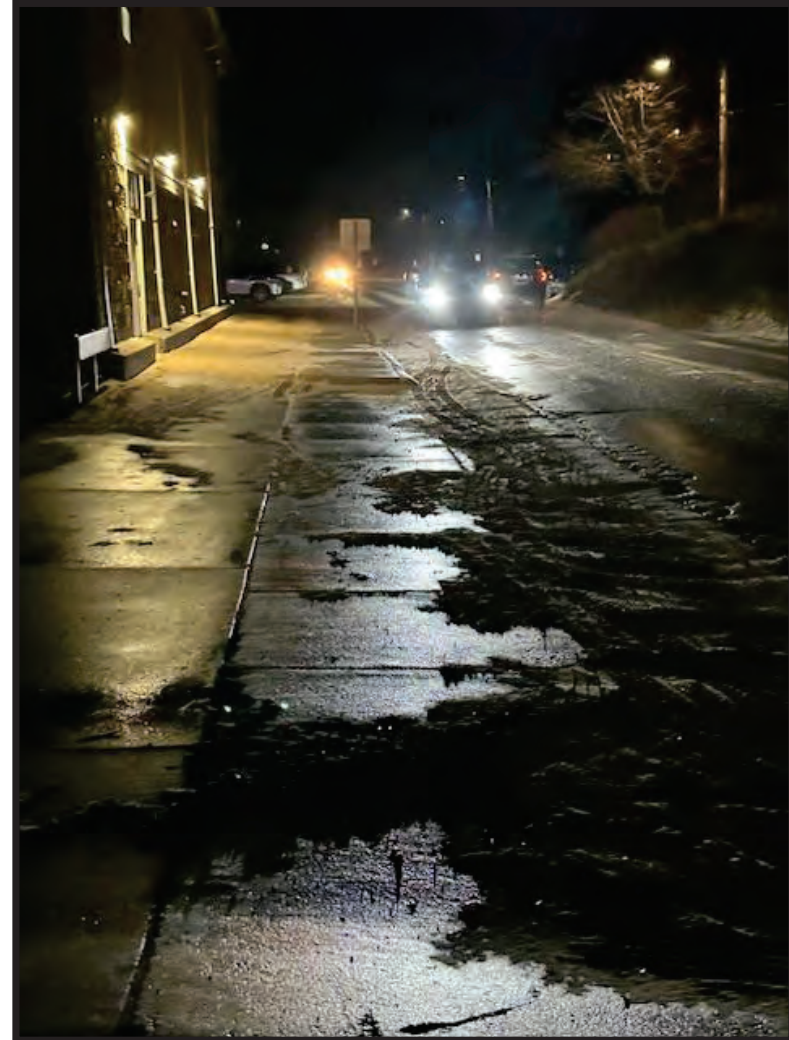
NIGHT TIME IMAGE OF EXISTING SIGN (NORTH WALL)



NIGHT TIME IMAGE OF SOUTH WALL



NIGHT TIME IMAGES OF EAST WALL



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

Councilmember _____, supported by Council member _____, moved the adoption of the following ordinance:

ORDINANCE NO. 24-__
AN ORDINANCE TO APPROVE AN AMENDMENT OF THE APPROVED PLANNED DEVELOPMENT FOR NOTOS AT THE BIL MAR LOCATED AT 1223 SOUTH HARBOR DRIVE (PARCEL #70-03-29-312-004). THE PROPOSED AMENDMENT IS TO PERMIT A NON-ILLUMINATED WALL SIGN ON THE SOUTH WALL OF THE RESTAURANT.

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 amendment to the Noto's at the Bil-Mar Planned Development and the preliminary development plan for parcel 70-03-29-312-004 are approved. The preliminary development plan includes the following documents, which are incorporated by reference and attached as **Exhibit A** (later received documents shall control over earlier received documents):

- A. Application dated October 16, 2024;
- B. Four pages of specifications and photographs, dated October 16, 2024, from Bear Sign Company;
- C. Amended Site Layout Plan, dated October 17, 2024.

Section 2. Findings. On the basis of the discussion had by the Planning Commission as reflected in the minutes of November 12, 2024, and on the basis of the discussion had by the City Council, the City Council finds that the PD as amended 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; meets the standards of Section 40-421.05; and meets the standards of Section 40-421.06.

Section 3. Condition. There are no specific conditions.

Section 4. 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:

NAYS:

ABSTAIN:

ABSENT:

APPROVED: _____, 202_

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

_____, 202__

Maria Boersma, City Clerk

Introduced: _____

Adopted: _____

Published: _____

Effective: _____

4917-3427-2259 v3 [57570-1]

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

Councilmember _____, supported by Council member _____, moved the adoption of the following ordinance:

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AN ORDINANCE TO APPROVE AN AMENDMENT OF THE APPROVED PLANNED DEVELOPMENT FOR NOTOS AT THE BIL MAR LOCATED AT 1223 SOUTH HARBOR DRIVE (PARCEL #70-03-29-312-004). THE PROPOSED AMENDMENT IS TO PERMIT A NON-ILLUMINATED WALL SIGN ON THE SOUTH WALL OF THE RESTAURANT.

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Section 3. Condition. The proposed sign shall not be illuminated.

Section 4. 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:
NAYS:
ABSTAIN:
ABSENT:
APPROVED: _____, 202_

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

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Maria Boersma, City Clerk

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Adopted: _____

Published: _____

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