



**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
AGENDA FOR
REGULAR COUNCIL MEETING
GRAND HAVEN CITY HALL*
COUNCIL CHAMBERS
519 WASHINGTON AVE
MONDAY, FEBRUARY 17, 2025
7:30 PM**

1. MEETING CALLED TO ORDER

2. ROLL CALL

3. INVOCATION

A. Pastor Nathan Strom, Grand Haven Church of God.

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

ATTACHMENT A

A. Proclamation drafted by the Human Relations Commission recognizing Black History Month throughout the City of Grand Haven

10. CONSENT AGENDA

ATTACHMENT B

A. Approve Regular Council meeting minutes for February 3, 2025.

B. Approve the bill's memo in the amount of \$739,543.20.

C. Approve a 185-square-foot easement within Rix Robinson Park to Merit Network Inc. of Ann Arbor, MI, for the purpose of connecting fiber optic utilities.

- D. Approve a proclamation drafted by the Human Relations Commission recognizing Black History Month throughout the City of Grand Haven.

11. NEW BUSINESS

ATTACHMENT C

- A. Consideration by City Council of a resolution to award a Street Resurfacing and Beechtree nonmotorized pathway contract to Michigan Paving and Materials of Comstock Park, MI in the amount of \$418,185.55 and authorize City Staff to add additional road segments in the not to exceed budgeted amount of \$89,276.20, and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- B. Consideration by City Council of a resolution to approve a contract with the Michigan Department of Transportation for project contract number 24-5496, the Beechtree and Robbins Traffic Signal Replacement, in the not to exceed amount of \$106,849.00 and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- C. Consideration by the City Council of a resolution to approve an agreement for Property Assessment Administration Services with Ottawa County for a three-year period (FY2025/26, FY2026/27, FY2027/28) with a three-year optional extension and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

- D. Consideration by City Council of a resolution to award the custodial services contract to Zervas Facility Maintenance in the amount of \$5,343.75 monthly, and authorize the Mayor and City Clerk to execute the necessary documents.

Administration recommends approval.

12. CORRESPONDENCE & BOARD MEETING MINUTES

ATTACHMENT D

- A. Airport Board meeting minutes of December 17, 2024.
- B. Board of Light and Power Meeting Minutes of December 19, 2024.
- C. Community Center Board Meeting Minutes of November 25, 2025.
- D. Historic Commission Meeting Minutes of November 20, 2024.

- E. Main Street Downtown Development Authority Meeting Minutes of November 14, 2024 and December 12, 2024.
- F. Parks and Recreation Board Meeting Minutes of August 9, 2024.
- G. Planning Commission Meeting Minutes of December 10, 2024.
- H. Sustainability and Energy Commission Meeting Minutes of May 9, 2024, June 13, 2024, and December 12, 2024.
- I. Zoning Board of Appeals Meeting Minutes of October 16, 2024.

13. REPORT BY CITY COUNCIL

14. REPORT BY CITY MANAGER

15. 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.

16. ADJOURNMENT

Attachment

A

CITY OF GRAND HAVEN, MICHIGAN

PROCLAMATION

BLACK HISTORY/AFRICAN AMERICAN HERITAGE MONTH

WHEREAS, it was the late great Reverend Dr. Martin Luther King Jr. who had a dream of equality, and shared mutual acceptance for true freedom: “And when this happens, and when we allow freedom ring, when we let it ring from every village and every hamlet, from every state and every city, we will be able to speed up that day when all of God's children, Black men and white men, Jews and Gentiles, Protestants and Catholics, will be able to join hands and sing in the words of the old spiritual: Free at last. Free at last. Thank God almighty, we are free at last.” And so it is that we the City of Grand Haven, Michigan does proudly acknowledge and proclaim that the month of February will henceforth and forever be Black History/African American Heritage month. and

WHEREAS, Grand Haven vows to honor the many achievements and contributions made to our fair city by those citizens who are of African heritage in the areas of civic duty, economic growth and success along with contribution to grow and help diversify the overall culture of Grand Haven. and

WHEREAS, in the same manner that Reverend Dr. Martin Luther King Jr. proclaimed his great dream for this nation from our nation’s capital, we the collective unified body of Grand Haven do proclaim our continued support to the work and goal of that dream from our own City Hall. and

WHEREAS, as our growing city continues to diversify in its cultural make up, it becomes imperative that the City of Grand Haven continues and improves its efforts to educate all members on the culture of our citizens of African descent. We commit to the cultural education and support for our citizens of African descent as we raise awareness and do the work necessary to rout out all prejudice and discriminatory practices no matter what form they may take. and

WHEREAS, now comes the time that the City Council of Grand Haven calls on its great citizenry to come together hand and hand as Dr. King envisioned, extending the hand of brotherhood and friendship, embracing with love and dignity the citizens in our city of African heritage. As we commit to the dream of all people, regardless of color or creed, truly being free at last. and

WHEREAS, in the celebrating of Black History/African American Heritage month we are committed to the support and provision of advocacy for all citizens of African descent, so that it may serve as an opportunity to strengthen the internal alliance of this city with all its citizens equally, as we foster mutual acceptance for all. and

NOW, THEREFORE BE IT RESOLVED, that the City of Grand Haven does hereby proclaim that, the month of February is now and henceforth be acknowledged as Black History/African American Heritage month in support of all of those of African heritage who call this City of Grand Haven home.

Attachment B

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 3, 2025**

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

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

Absent:

Others Present: City Manager Ashley Latsch, City Clerk Maria Boersma, Assistant City Manager Dana Kollewehr, Public Works Director Derek Gajdos, Facilities and Grounds Manager Derek Lemke.

INVOCATION/PLEDGE OF ALLEGIANCE

Pastor Marshall Holtvluwer, Covenant Life Church.

APPOINTMENTS

24-026 Council Member **Fritz** moved, seconded by Council Member **Lowe** to appoint the following:

Roger Bergman, Main Street Downtown Development Authority, Term ending June 30, 2025.

Amy Lalick-Prinzi, Historic Conservation District Commission, Term ending June 30, 2027.

Roll Call Vote:

This motion carried unanimously.

APPROVAL OF CONSENT AND REGULAR AGENDAS

25-027 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to approve the agendas as presented.

Roll Call Vote:

This motion carried unanimously.

FIRST CALL TO AUDIENCE

Jim Hagen, 400 Lake: Commented on lakefront parking.

Oliver Shampine 540 D Ave: Thanked the Department of Public Works for their efforts during the snowstorm and commented on snow removal on sidewalks.

CONSENT AGENDA.

25-028 Approve the Regular City Council Meeting Minutes of January 21, 2025.

25-029 Approve the bill's memo in the amount of \$797,054.91.

Attachment A

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

Roll Call Vote:

This motion carried unanimously.

NEW BUSINESS

25-030 Council Member **Fritz** moved, seconded by Mayor Pro-tem **McLaughlin** to approve a non-exclusive perpetual easement to Metronet Infrastructure Group LLC of Delaware as outlined in proposed easement documents.

Roll Call Vote:

This motion carried unanimously.

25-031 Council Member **Fritz** moved, seconded by Council Member **Lowe** to approve Potter's Filed Memorial Plaques located in the Lake Forest Cemetery.

Roll Call Vote:

This motion carried unanimously.

REPORT BY CITY COUNCIL

Council Member Fritz shared that Winterfest was a great and well-attended event, and he expressed a desire to have snowplows clear all city sidewalks after larger snow events.

Council Member Lowe thanked the Department of Public Safety for their work containing the Forum building fire, and the Department of Public Works for their efforts during the bad winter weather.

Mayor Monetza also thanked Public Safety and all the area fire departments that responded to the Forum building fire. Mayor Monetza shared that the Four Chaplains Ceremony held by the American Legion was a touching event.

CITY MANAGER REPORT

CALL TO AUDIENCE SECOND OPPORTUNITY

ADJOURNMENT

After hearing no further business, Mayor Monetza adjourned the meeting at 8:11 p.m.

Robert Monetza, Mayor

Maria Boersma, City Clerk

Regular City Council Meeting Minutes
 Monday, February 3, 2025
 Page 4

Attachment A

To: Ashley Latsch, City Manager
 From: Emily Greene, Finance Director *EG/HO*
 CM Date: 02.03.25
 RE: Bills From Payables Warrant

NEW FUND NUMBER	FUND NAME	WARRANT 01.22.25	ACH WARRANT 01.22.25	WARRANT 01.29.25	ACH WARRANT 01.29.25	TOTALS
101	General Fund	\$39,109.30	\$7,000.00	\$59,974.73	\$33,978.67	\$140,062.70
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$588.55	\$0.00	\$32,098.86	\$8,155.55	\$40,842.96
203	Local Street Fund	\$0.00	\$0.00	\$4,041.42	\$3,168.05	\$7,209.47
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$0.00	\$0.00	\$1,410.98	\$150.00	\$1,560.98
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	\$0.00	\$17,434.00	\$17,434.00
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	\$33,531.01	\$33,531.01
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	\$3,303.86	\$0.00	\$6,823.71	\$5,523.91	\$15,651.48
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	\$180.94	\$0.00	\$22,523.83	\$1,731.77	\$24,436.54
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	\$1,593.34	\$0.00	\$1,177.41	\$240.65	\$3,011.40
590	City Sewer Fund	\$4,859.92	\$0.00	\$108,893.67	\$12,798.93	\$126,552.52
591	City Water Fund	\$88,836.38	\$0.00	\$44,330.19	\$12,343.25	\$145,509.82
594	City Marina Fund	\$294.31	\$0.00	\$3,318.10	\$129.99	\$3,742.40
597	City Boat Launch Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
661	Motorpool Fund	\$3,258.45	\$0.00	\$4,072.19	\$3,236.79	\$10,567.43
677	Self Insurance Fund	\$39.62	\$0.00	\$0.00	\$0.00	\$39.62
678	OPEB/Retiree Benefits Fund	\$0.00	\$0.00	\$951.57	\$0.00	\$951.57
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	\$174,196.42	\$37,792.49	\$13,962.10	\$0.00	\$225,951.01
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$316,261.09	\$44,792.49	\$303,578.76	\$132,422.57	\$797,054.91

\$797,054.91 Total Approved Bills
 \$226,942.20 Minus eligible bills for release without prior approval: including Utility,
 \$570,112.71 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

EG

02.17.25

NEW FUND NUMBER	FUND NAME	WARRANT 02.05.25	ACH WARRANT 02.05.25	WARRANT 02.12.25	ACH WARRANT 02.12.25	CREDIT CARD WARRANT 02.11.25	TOTALS
101	General Fund	\$39,484.05	\$2,500.00	\$42,518.03	\$35,923.58	\$11,170.10	\$131,595.76
151	Cemetery Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
202	Major Street Fund	\$4,949.31	\$0.00	\$57,469.64	\$383.18	\$858.96	\$63,661.09
203	Local Street Fund	\$24.31	\$0.00	\$293.24	\$354.18	\$727.37	\$1,399.10
225	Land Acquisition Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
242	Brfd LSRRF TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
243	Brownfield Redevelopment Fund	\$0.00	\$0.00	\$0.00	\$12,757.00	\$0.00	\$12,757.00
244	Econ. Dev. Corp. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
245	Downtown TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
246	GLTIF Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
248	Main St Dist Dev	\$6,590.44	\$0.00	\$2,002.58	\$0.00	\$1,396.07	\$9,989.09
272	UTGO Inf Spec Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
273	LTGO Bond Rev Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
274	2015 UTGO Bond Rev	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
276	LightHouse Maintenance Fund	\$0.00	\$0.00	\$2,730.00	\$0.00	\$0.00	\$2,730.00
278	Community Land Trust	\$0.00	\$0.00	\$0.00	\$0.00	\$276.00	\$276.00
310	Assessment Bond Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
351	Operating Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
352	Brownfield TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	GLTIF Debt Serv Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
369	Building Auth Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
372	UTGO Inf Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
373	LTGO Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
374	2015 UTGO Bond Debt Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
384	2020 LTGO Bond - Warber Drain	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
394	Downtown TIF Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	Public Improvements Fund	\$40,854.00	\$0.00	\$377.19	\$448.22	\$221.40	\$41,900.81
402	Fire Truck Replacement Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	Brownfield TIF Const	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
404	Downtown TIF Const.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	Harbor Island	\$0.00	\$0.00	\$0.00	\$30,446.17	\$0.00	\$30,446.17
455	G/L TIF Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
456	UTGO Inf Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
457	LTGO Bond Construction Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
458	2015 UTGO Bond Inf Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
469	Building Auth. Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
508	North Ottawa Rec Authority	\$0.00	\$0.00	\$0.00	\$21.00	\$1,412.72	\$1,433.72
509	Sewer Authority Operations	\$77,395.01	\$0.00	\$64,890.64	\$4,570.29	\$107.07	\$146,963.01
509	Sewer Authority SL Force Mn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	Sewer Authority Plant Mod	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2013 Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-SLPS/Force Main Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-Local Lift Station Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
509	GH/SL SA-2018 Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Operating	\$167.11	\$0.00	\$15,791.31	\$718.03	\$251.50	\$16,927.95
510	NOWS Plant Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
510	NOWS Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
535	Housing Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
572	Chinook Pier Rental Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
581	Airpark Fund	\$48.82	\$0.00	\$441.96	\$0.00	\$0.00	\$490.78
590	City Sewer Fund	\$1,387.51	\$0.00	\$1,064.13	\$7,303.29	\$302.49	\$10,057.42
591	City Water Fund	\$7,568.90	\$0.00	\$9,305.31	\$5,649.53	\$442.57	\$22,966.31
594	City Marina Fund	\$129.09	\$0.00	\$601.32	\$160.20	\$0.00	\$890.61
597	City Boat Launch Fund	\$40.01	\$0.00	\$0.00	\$0.00	\$0.00	\$40.01
661	Motorpool Fund	\$3,926.75	\$0.00	\$2,073.69	\$34,078.43	\$341.88	\$40,420.75
677	Self Insurance Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
678	OPEB/Retiree Benefits Fund	\$81,655.05	\$0.00	\$2,375.08	\$0.00	\$0.00	\$84,030.13
679	Health Benefit Fund	\$1,609.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1,609.60
701	Trust & Agency Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
703	Tax Collection Fund	\$109,878.61	\$8,667.66	\$411.62	\$0.00	\$0.00	\$118,957.89
704	Payroll Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$375,708.57	\$11,167.66	\$202,345.74	\$132,813.10	\$17,508.13	\$739,543.20

\$739,543.20 Total Approved Bills
 \$204,597.62 Minus eligible bills for release without prior approval: including Utility,
 \$534,945.58 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 Lemke – Facilities and Grounds Manager

FROM: Derek Gajdos - Public Works Director *DG*

DATE: January 28, 2025

SUBJECT: Merit Network Easement – Rix Robinson Park

Merit Network Inc. is a non-profit based organization that owns and operates fiber optic networks connecting our education systems and other non-profits. They connect all of the state's universities, as well as many other K-12 school districts all over the state. Merit Network Inc. currently owns and operates a fiber line on a line of old outdated telephone poles that run along US 31 north of Jackson St. to the bridge on the east side. Merit Network Inc. is currently supplying fiber network services on this line to Grand Haven Area Public Schools.

Merit Network Inc. is in need of reinstalling this line underground within MDOT's right-of-way. However, they need to connect the line from MDOT's right-of-way to the City's right-of-way through Rix Robinson Park to continue its path under the Grand River and northward. Merit Network Inc. is requesting a 185 square foot easement to bridge the gap between the two right-of-ways. There is currently no impeding infrastructure or planned improvements that would conflict with this request.

City staff have reviewed the request by Merit Network Inc. and recommend that an easement be granted. City staff have also recommended that it be given at no cost because of the minor size of the easement, the effort to determine a true value, and because Merit Network Inc. is a non-profit serving our local school system. The City's standard easement documents were used for the proposed easement.

Therefore, city staff recommends City Council approve the proposed easement for Merit Network Inc. of Ann Arbor Michigan and authorize the Mayor and Clerk to execute the easement.

UNDERGROUND UTILITY EASEMENT

On this day of _____, 2025 the **City of Grand Haven**, a Michigan municipal corporation, the principal business address of which is 519 Washington Avenue, Grand Haven, MI 49417 (“Grantor”), for the consideration of \$1.00, the receipt of which is acknowledged, and mutual benefits from the work to be performed by the Grantee, grants, warrants and conveys **Merit Network, Inc.**, a 501(c)(3) Michigan corporation, with an address of 880 Technology Drive Suite B, Ann Arbor, MI 48108 (the “Grantee”) a permanent and perpetual utility easement on, over, across and under a portion of the Grantor’s parcel located at **Harbor Island Drive** as is more particularly described on **Exhibit A** attached (the “Easement Area”), for the purpose of constructing, installing, replacing, repairing, maintaining, and improving underground utility infrastructure for telecommunications services, along with related appurtenances, together with the right of ingress and egress to perform the purpose above described (this (“Easement”). This Easement is subject to the following terms and conditions.

TERMS AND CONDITIONS

1. Any such construction, installation, replacement, repair, maintenance, or improvement performed by or on behalf of the Grantee (the “Work”) shall be performed (i) in a good and workmanlike manner, (ii) in compliance with all applicable laws, rules, orders, and ordinances, (iii) so as not to unreasonably interfere with the use of the Easement Area by Grantor and Grantor’s tenants, and (iv) without cost to Grantor.
2. Upon completion of any Work, the Easement Area shall be restored to the same general condition as it was before that Work without cost to Grantor.
3. The Grantee shall have the right to access and enter the Easement Area and to control, maintain and use the easement as the Grantee reasonably deems necessary. If the Grantee reasonably finds it necessary to enter upon the Grantor’s property immediately adjoining the Easement Area to perform any Work, the Grantee may do so, but the Grantee shall return the property adjoining the Easement Area in as good or better condition than it was before any such use.
4. The Grantor retains all other property rights in the Easement Area, including, but not limited to, the right to landscape the Easement Area. However, the Grantor shall not construct or install any buildings or other structures, including, without limitation, fences within the Easement Area.
5. This instrument shall run with the land and be binding upon and inure to the benefit of the parties and their representatives, successors and assigns.

[Signatures on Next Page]

**Exhibit A
Legal Description**

Part of Government Lot 6, Section 16, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan described as: Commencing at the West 1/4 Corner of Section 16; thence North 88 degrees 59 minutes 50 seconds East 1883.20 feet along the East and West 1/4 Line of said Section 16; thence South 01 degrees 00 minutes 10 seconds East 2612.29 feet to the POINT OF BEGINNING of this description; thence North 71 degrees 56 minutes 07 seconds West 6.00 feet, thence South 18 degrees 03 minutes 53 seconds West 1.00 feet, thence North 71 degrees 56 minutes 07 seconds West 36.79 feet to the East Right-of-way Line of US 31, thence Southwesterly along said Right-of-way line on a curve to the left 4.00 feet, said curve having a radius of 1023.82 feet and a long chord that bears South 23 degrees 13 minutes 43 seconds West 4.00 feet, thence South 71 degrees 56 minutes 07 seconds East 37.15 feet, thence South 18 degrees 03 minutes 53 seconds West 1.00 feet, thence South 71 degrees 56 minutes 07 seconds East 6.00 feet, thence North 18 degrees 03 minutes 53 seconds East 6.00 feet to the Point of Beginning.

Being part of:

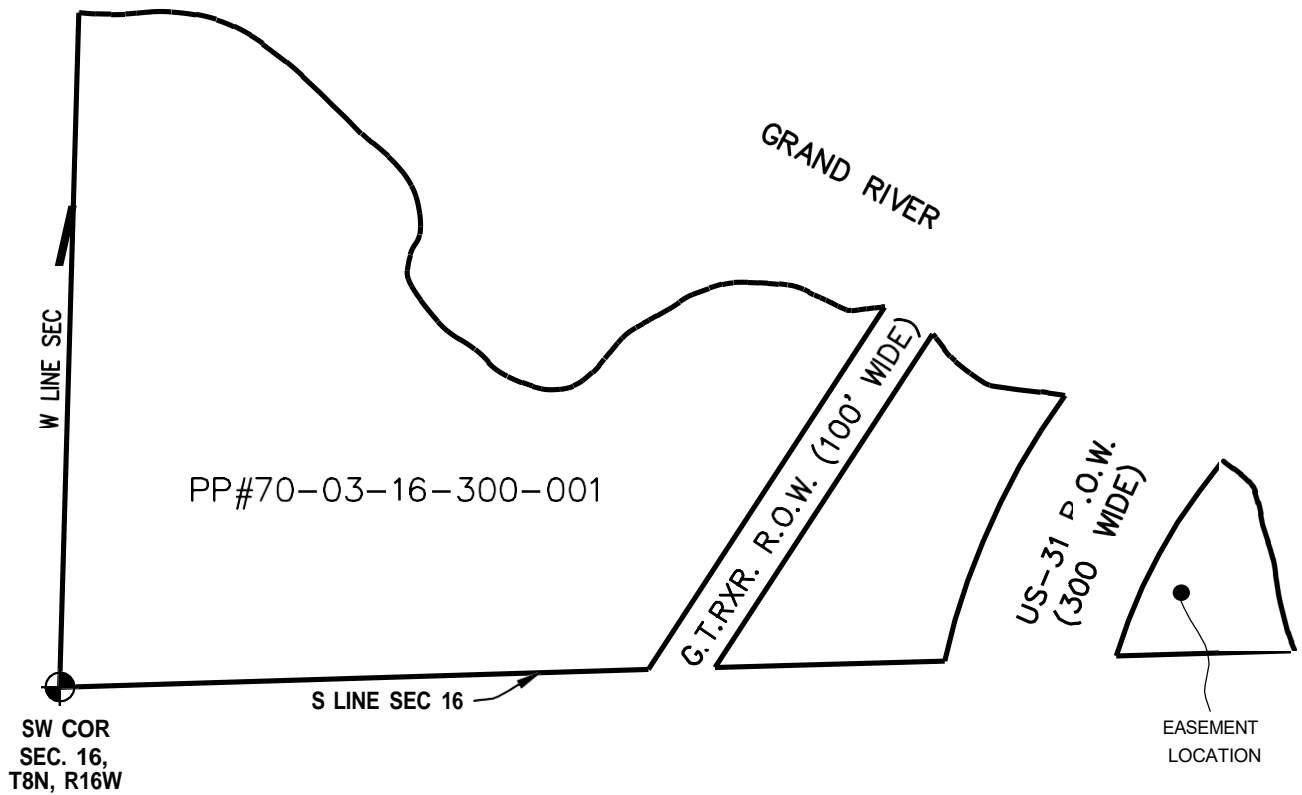
Parcel #70-03-16-300-001 All of Government Lot 6 lying west of G.T.RXR. and lying south of the main channel of the Grand River, Section 16, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan.

PARCEL OVERVIEW AND EASEMENT LOCATION

(SEE SHEET 2 OF 2 FOR EASEMENT EXHIBIT)

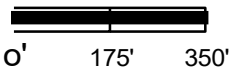
Parcel #70-03-16-300-001

All of Government Lot 6 lying west of G.T.RXR. and lying south of the main channel of the Grand River, Section 16, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan.



N

Scale 1"=350'



Brian A. Ford
 Brian A. Ford Professional Surveyor No. 4001047199

**ABONMARCHE
 MILANOWSKI AND ENGLERT**
 11 North 6th Street - Grand Haven, MI 49417
 Phone(616)847-4070 Fax(616)847-6626

This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.

LEGEND

- SET CON. MON
- FOUND CONC. MON
- o SET CAPPED IRON
- SET MAG NAIL
- e. FOUND IRON
- "X" SET CUT "X"
- P. PLATTED
- M. MEASURED
- D. DESCRIBED
- CALC. CALCULATED

FOR MERIT C/O TYLER LENSING

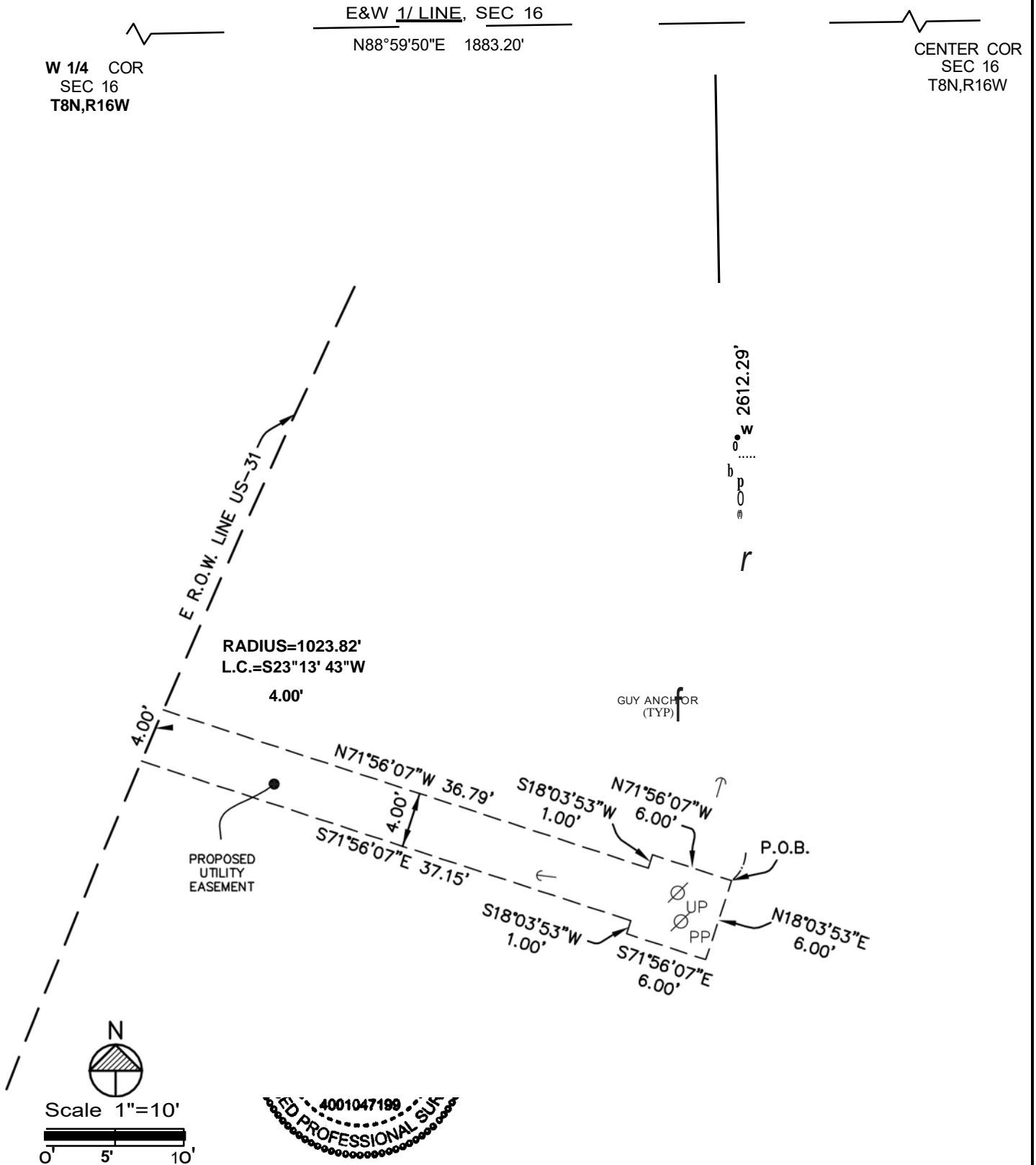
Sec. 16, T8N, R16W, CITY OF GRAND HAVEN

DATE AUGUST 14, 2024 DRAWN BY DR

SHEET of 2 JOB NO. 166911 (24-0895)

EASEMENT EXHIBIT

Part of Government Lot 6, Section 16, Town 8 North, Range 16 West, City of Grand Haven, Ottawa County, Michigan described as: Commencing at the West 1/4 Corner of Section 16; thence North 88 degrees 59 minutes 50 seconds East 1883.20 feet along the East and West 1/4 Line of said Section 16; thence South 01 degrees 00 minutes 10 seconds East 2612.29 feet to the POINT OF BEGINNING of this description; thence North 71 degrees 56 minutes 07 seconds West 6.00 feet, thence South 18 degrees 03 minutes 53 seconds West 1.00 feet, thence North 71 degrees 56 minutes 07 seconds West 36.79 feet to the East Right-of-way Line of US 31, thence Southwesterly along said Right-of-way line on a curve to the left 4.00 feet, said curve having a radius of 1023.82 feet and a long chord that bears South 23 degrees 13 minutes 43 seconds West 4.00 feet, thence South 71 degrees 56 minutes 07 seconds East 37.15 feet, thence South 18 degrees 03 minutes 53 seconds West 1.00 feet, thence South 71 degrees 56 minutes 07 seconds East 6.00 feet, thence North 18 degrees 03 minutes 53 seconds East 6.00 feet to the Point of Beginning.



<p style="text-align: center;"><i>Brian A. Ford</i></p> <p style="text-align: center;">Brian A. Ford Professional Surveyor No. 4001047199</p>	<p>ABONMARCHE MILANOWSKI AND ENGLERT</p> <p>11 North 6th Street - Grand Haven, MI 49417 Phone(616)847-4070 Fax(616)847-6626</p>
<p><small>This survey was made from the legal description shown above. The description should be compared with the Abstract Title or Title Insurance Policy for accuracy, easements and exceptions.</small></p>	<p>FOR MERIT C/O TYLER LENSING</p>
<p>LEGEND</p> <ul style="list-style-type: none"> □ SET CON. MON ■ FOUND CONC. MON ○ SET CAPPED IRON ○ SET MAG NAIL e. FOUND IRON "X" SET CUT "X" P. PLATTED M. MEASURED D. DESCRIBED CALC. CALCULATED 	<p>Sec. 16, TBN, R16W, CITY OF GRAND HAVEN</p>
<p>DATE AUGUST 14, 2024</p>	<p>DRAWN BY DR</p>
<p>SHEET 2 of 2</p>	<p>JOB NO. 176911 (24-0895)</p>

Merit Network Inc. Easement Area



1/28/2025

ParcelsPublic

World Imagery

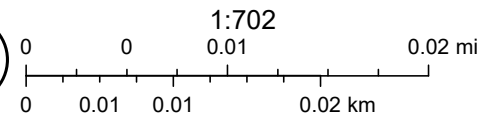
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

15cm Resolution Metadata



Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Attachment C

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



MEMORANDUM

TO: Ashley Latsch – City Manager

CC: Derek Gajdos – Director of Public Works
Michael England – Streets and Utilities Manager
Collin Such – Streets Crew Leader

FROM: Dana Kollewehr – Assistant City Manager *DK*

DATE: February 7, 2025

SUBJECT: 2025 Street Resurfacing and Non-Motorized Path Project

Sealed bids for the City FY 2024/25 Street Resurfacing Program and Beechtree non-motorized pathway resurfacing project were opened on February 5, 2025, when four (4) qualified bids were opened. The bids were checked for accuracy, and Michigan Paving and Materials was the lowest bidder at \$418,185.55. The engineer's estimate was \$554,007.25, including the non-motorized pathway.

The Major and Local Streets fund has budgeted \$543,594 in FY 2024/25 for street resurfacing and engineering. Ferry Street resurfacing and engineering have already been committed from those funds, leaving a balance of \$402,131.50 for other road resurfacing. With the street resurfacing portion of the bid coming in under the budgeted amount by \$89,276.20, city staff is requesting to award a contract to MPM in the bid amount and authorize staff to utilize favorable bid pricing to expand the planned resurfacing project up to the budgeted amount for the current fiscal year.

The bid price includes \$11,768.25 for cemetery road resurfacing and \$93,562.00 for the non-motorized pathway along Beechtree from Waverly to Ability Way. The total budgeted amount for the pathway is \$185,283.00, bringing the project in under budget by \$78,721. The cost of the work within the cemetery and non-motorized pathway is budgeted within the FY 2024/25, in their respective funds. Budget details can be found below for both portions of the project.

- 2025 Streets budget: \$543,594 - \$171,775 (Ferry Street) = \$421,819
 - Streets Resurfacing Engineering: \$19,687.50
 - MPM bid, streets: \$312,855.30
 - **Remaining 2025 Street Resurfacing Budget: \$89,276.20**
- Cemetery resurfacing: \$11,768.25
- Non-Motorized Pathway Approved Budget: \$185,283.00
 - Non-Motorized Pathway bid: \$93,562
 - Non-Motorized Path Engineering: \$13,000
 - **Remaining non-motorized pathway budget: \$78,721**

Therefore, City staff recommends that the City Council award the low bid contract to Michigan Paving and Materials of Comstock Park, MI, in the amount of \$418,185.55 and authorize City Staff to add additional road segments, in the not to exceed amount of \$89,276.20.

February 5, 2025

Mr. Derek Gajdos – Public Works Director
 City of Grand Haven
 1120 Jackson Street
 Grand Haven, MI 49417

Re: Recommendation for Contract Award
 Grand Haven 2025 Streets and Beechtree Nonmotorized Path Resurfacing Project

Dear Mr. Gajdos,

Bids were received on February 5, 2025, for the Grand Haven 2025 Streets and Beechtree Nonmotorized Path Resurfacing Project. The scope of this project is milling and asphalt resurfacing of various streets throughout the City of Grand Haven and the nonmotorized path along Beechtree Street. The intent is to be substantially completed by June 13, 2025 and fully complete with the work by June 27, 2025.

Bid Results

Four (4) bids were received for the project. To comply with bidding requirements, bidders were required to furnish a bid form, a bid bond in the amount of five (5) percent of the bid amount, and a business license. Bid pricing was reviewed by Abonmarche and is presented as compared with the Engineer's Estimate below.

<i>Prepared By:</i>	<i>Bid Form</i>	<i>Bid Bond</i>	<i>Business License/Evidence to do Business in Michigan/Proof of Insurance</i>	<i>List of Subcontractors</i>	<i>List of Suppliers</i>	<i>Base Bid</i>
Engineer's Estimate	-	-	-	-	-	\$554,007.25
Michigan Paving & Materials	✓	✓	✓	✓		\$418,185.55
Lite Load Services	✓	✓	✓			\$449,493.80
Rieth-Riley Construction	✓	✓	✓			\$459,228.00
Bob's Asphalt Paving	✓	✓	✓	✓	✓	\$493,621.00

The low bid was submitted by **Michigan Paving & Materials** of Comstock Park, MI. Michigan Paving & Materials has a proven track record of successful paving projects in numerous communities statewide and we are confident in their ability to complete this year's project. It is recommended that a contract in the amount of **\$418,185.55** be awarded to **Michigan Paving & Materials** for this project. If you have any questions or comments, please feel free to contact me.

Sincerely,

ABONMARCHE

Leah Bectel, PE
 Project Manager

Attachments: Bid Tabulation

Bid Tabulation Worksheet

Project:	2025 Streets and Beechtree Nonmotorized Path Resurfacing Project	Project No.:	24-2020	Legend
Client:	City of Grand Haven	Client Project No.:	N/A	Low Bid
Prepared By:	Ryan Kafer, EIT	Date Prepared:	February 5, 2025	Correction

2025 Streets and Beechtree Nonmotorized Path Resurfacing Project

Item	Unit	Estimated Quantity	Engineer's Estimate		Michigan Paving & Materials		Lite Load Service		Rieth-Riley Construction		Bob's Asphalt Paving	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Dr Structure Cover, Adj, Case 1	Ea	19	\$ 650.00	\$ 12,350.00	\$ 550.00	\$ 10,450.00	\$ 475.00	\$ 9,025.00	\$ 550.00	\$ 10,450.00	\$ 750.00	\$ 14,250.00
2 Dr Structure, Temp Lowering	Ea	19	\$ 500.00	\$ 9,500.00	\$ 300.00	\$ 5,700.00	\$ 210.00	\$ 3,990.00	\$ 300.00	\$ 5,700.00	\$ 1,000.00	\$ 19,000.00
3 Cold Milling HMA Surface	Syd	21880	\$ 2.35	\$ 51,418.00	\$ 1.60	\$ 35,008.00	\$ 1.96	\$ 42,884.80	\$ 1.20	\$ 26,256.00	\$ 3.50	\$ 76,580.00
4 Cold Milling HMA Surface, Special	Syd	5030	\$ 5.50	\$ 27,665.00	\$ 2.00	\$ 10,060.00	\$ 1.96	\$ 9,858.80	\$ 3.40	\$ 17,102.00	\$ 2.50	\$ 12,575.00
5 HMA Surface, Rem	Syd	1040	\$ 20.00	\$ 20,800.00	\$ 9.50	\$ 9,880.00	\$ 2.25	\$ 2,340.00	\$ 9.50	\$ 9,880.00	\$ 3.50	\$ 3,640.00
6 Hand Patching	Ton	5	\$ 30.00	\$ 150.00	\$ 362.16	\$ 1,810.80	\$ 185.00	\$ 925.00	\$ 292.00	\$ 1,460.00	\$ 300.00	\$ 1,500.00
7 HMA, 5EML	Ton	2925	\$ 122.00	\$ 356,850.00	\$ 105.35	\$ 308,148.75	\$ 115.80	\$ 338,715.00	\$ 120.40	\$ 352,170.00	\$ 112.00	\$ 327,600.00
8 Driveway, Conc, 6 inch	Syd	65	\$ 65.00	\$ 4,225.00	\$ 87.00	\$ 5,655.00	\$ 145.00	\$ 9,425.00	\$ 77.00	\$ 5,005.00	\$ 100.00	\$ 6,500.00
9 Shared Use Path, Grading	Ft	1280	\$ 20.00	\$ 25,600.00	\$ 7.00	\$ 8,960.00	\$ 4.90	\$ 6,272.00	\$ 7.00	\$ 8,960.00	\$ 2.25	\$ 2,880.00
10 Pavt Mrkg, Waterborne, 4 inch, White	Ft	355	\$ 0.60	\$ 213.00	\$ 1.00	\$ 355.00	\$ 1.00	\$ 355.00	\$ 1.00	\$ 355.00	\$ 2.50	\$ 887.50
11 Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	5360	\$ 1.25	\$ 6,700.00	\$ 0.30	\$ 1,608.00	\$ 1.00	\$ 5,360.00	\$ 0.25	\$ 1,340.00	\$ 0.35	\$ 1,876.00
12 Pavt Mrkg, Waterborne, For On-Street Parking, 4 inch, White	Ft	805	\$ 1.75	\$ 1,408.75	\$ 1.00	\$ 805.00	\$ 1.00	\$ 805.00	\$ 1.00	\$ 805.00	\$ 1.50	\$ 1,207.50
13 Pavt Mrkg, Waterborne, 12 inch, Stop Bar	Ft	140	\$ 3.00	\$ 420.00	\$ 2.00	\$ 280.00	\$ 0.99	\$ 138.60	\$ 2.00	\$ 280.00	\$ 10.00	\$ 1,400.00
14 Pavt Mrkg, Waterborne, 6 inch, Crosswalk	Ft	1220	\$ 2.00	\$ 2,440.00	\$ 1.00	\$ 1,220.00	\$ 1.00	\$ 1,220.00	\$ 1.00	\$ 1,220.00	\$ 2.50	\$ 3,050.00
15 Slope Restoration, Non-Freeway, Type E	Syd	3255	\$ 8.50	\$ 27,667.50	\$ 4.00	\$ 13,020.00	\$ 4.72	\$ 15,363.60	\$ 4.00	\$ 13,020.00	\$ 5.00	\$ 16,275.00
16 Gate Box, Adj, Temp, Case 1	Ea	11	\$ 600.00	\$ 6,600.00	\$ 475.00	\$ 5,225.00	\$ 256.00	\$ 2,816.00	\$ 475.00	\$ 5,225.00	\$ 400.00	\$ 4,400.00
Total: 2025 Streets and Beechtree Nonmotorized Path Resurfacing Project			\$	554,007.25	\$	418,185.55	\$	449,493.80	\$	459,228.00	\$	493,621.00
Bid Statistics			% of Estimate	100.00%	% of Estimate	75.48%	% of Estimate	81.14%	% of Estimate	82.89%	% of Estimate	89.10%
			% of Low Bid	132.48%	% of Low Bid	100.00%	% of Low Bid	107.49%	% of Low Bid	109.81%	% of Low Bid	118.04%

Bid Tabulation Worksheet

Project:	2025 Streets and Beechtree Nonmotorized Path Resurfacing Project	Project No.:	24-2020	Legend
Client:	City of Grand Haven	Client Project No.:	N/A	Low Bid
Prepared By:	Ryan Kafer, EIT	Date Prepared:	February 5, 2025	Correction

2025 Street Resurfacing

Item	Unit	Estimated Quantity	Engineer's Estimate		Michigan Paving & Materials	
			Unit Price	Total	Unit Price	Total
1 Dr Structure Cover, Adj, Case 1	Ea	16	\$ 650.00	\$ 10,400.00	\$ 550.00	\$ 8,800.00
2 Dr Structure, Temp Lowering	Ea	16	\$ 500.00	\$ 8,000.00	\$ 300.00	\$ 4,800.00
3 Cold Milling HMA Surface	Syd	21880	\$ 2.35	\$ 51,418.00	\$ 1.60	\$ 35,008.00
4 Cold Milling HMA Surface, Special	Syd	880	\$ 5.50	\$ 4,840.00	\$ 2.00	\$ 1,760.00
5 Hand Patching	Ton	5	\$ 30.00	\$ 150.00	\$ 362.16	\$ 1,810.80
6 HMA, 5EML	Ton	2505	\$ 122.00	\$ 305,610.00	\$ 105.35	\$ 263,901.75
7 Pavt Mrkg, Waterborne, 4 inch, White	Ft	355	\$ 0.60	\$ 213.00	\$ 1.00	\$ 355.00
8 Pavt Mrkg, Waterborne, 4 inch, Yellow	Ft	5360	\$ 1.25	\$ 6,700.00	\$ 0.30	\$ 1,608.00
9 Pavt Mrkg, Waterborne, For On-Street Parking, 4 inch, White	Ft	805	\$ 1.75	\$ 1,408.75	\$ 1.00	\$ 805.00
10 Pavt Mrkg, Waterborne, 12 inch, Stop Bar	Ft	140	\$ 3.00	\$ 420.00	\$ 2.00	\$ 280.00
11 Pavt Mrkg, Waterborne, 6 inch, Crosswalk	Ft	1220	\$ 2.00	\$ 2,440.00	\$ 1.00	\$ 1,220.00
12 Gate Box, Adj, Temp, Case 1	Ea	9	\$ 600.00	\$ 5,400.00	\$ 475.00	\$ 4,275.00
Total: 2025 Street Resurfacing			\$ 396,999.75		\$ 324,623.55	
Bid Statistics			% of Estimate	100.00%	% of Estimate	81.77%
			% of Low Bid	122.30%	% of Low Bid	100.00%

Bid Tabulation Worksheet

Project:	2025 Streets and Beechtree Nonmotorized Path Resurfacing Project	Project No.:	24-2020	Legend
Client:	City of Grand Haven	Client Project No.:	N/A	Low Bid
Prepared By:	Ryan Kafer, EIT	Date Prepared:	February 5, 2025	Correction

2025 Beechtree Nonmotorized Path Resurfacing

Item	Unit	Estimated Quantity	Engineer's Estimate		Michigan Paving & Materials	
			Unit Price	Total	Unit Price	Total
1 Dr Structure Cover, Adj, Case 1	Ea	3	\$ 650.00	\$ 1,950.00	\$ 550.00	\$ 1,650.00
2 Dr Structure, Temp Lowering	Ea	3	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00
3 Cold Milling HMA Surface, Special	Syd	4150	\$ 5.50	\$ 22,825.00	\$ 2.00	\$ 8,300.00
4 HMA Surface, Rem	Syd	1040	\$ 20.00	\$ 20,800.00	\$ 9.50	\$ 9,880.00
5 HMA, 5EML	Ton	420	\$ 122.00	\$ 51,240.00	\$ 105.35	\$ 44,247.00
6 Driveway, Conc, 6 inch	Syd	65	\$ 65.00	\$ 4,225.00	\$ 87.00	\$ 5,655.00
7 Shared Use Path, Grading	Ft	1280	\$ 20.00	\$ 25,600.00	\$ 7.00	\$ 8,960.00
8 Slope Restoration, Non-Freeway, Type E	Syd	3255	\$ 8.50	\$ 27,667.50	\$ 4.00	\$ 13,020.00
9 Gate Box, Adj, Temp, Case 1	Ea	2	\$ 600.00	\$ 1,200.00	\$ 475.00	\$ 950.00
Total: 2025 Beechtree Nonmotorized Path Resurfacing			\$	157,007.50	\$	93,562.00
Bid Statistics			% of Estimate	100.00%	% of Estimate	59.59%
			% of Low Bid	167.81%	% of Low Bid	100.00%

Bid Opening Summary

Owner:	City of Grand Haven
Project Name:	2025 Streets and Beechtree Nonmotorized Path Resurfacing Project
Project Number:	24-2020
Date and Time:	February 5, 2025 at 10:00 AM

<u>Contractor</u>	<u>Bid Form</u>	<u>Bid Bond</u>	<u>Business License/Evidence to do Business in Michigan/Proof of Insurance</u>	<u>List of Subcontractors</u>	<u>List of Suppliers</u>	<u>Bid Total</u>
Engineer's Estimate	-	-	-	-	-	\$554,007.25
Michigan Paving & Materials	✓	✓	✓	✓		\$418,185.55
Lite Load Service	✓	✓	✓			\$449,493.80
Rieth-Riley Construction	✓	✓	✓			\$459,228.00
Bob's Asphalt Paving	✓	✓	✓	✓	✓	\$493,621.00

Grand Haven 2025 Street Resurfacing Street Segments

Roadway Segment	Limits of Work	Approx. Length (Ft)	Approx. Width (Ft)	Scope
Madison Street	Despelder to Beacon	560	23	Resurfacing
Robbins Road	Moreland to Robbins Nest Lane	1,900	1,900	
2nd Street	Howard to Franklin	915	24	
Cutler Street	Grant to Park	1,320	28 to 44	
Griffin Street	Pennoyer to Fulton	1,225	33	
Beechtree Street (nonmotorized path)	Waverly to Ability Way	4,695	6 to 10	
Cemetery	Various Locations	600	12	

CITY OF GRAND HAVEN

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



TO: Ashley Latsch – City Manager

CC: Emily Greene – Finance Director
Michael England – Streets and Utilities Manager

FROM: Dana Kollewehr, Assistant City Manager *DK*

DATE: February 13, 2025

SUBJECT: MDOT Contract Award for Robbins and Beechtree Traffic Signal Replacement

The City of Grand Haven is preparing to replace the traffic signal at the intersection of Robbins and Beechtree in the spring of 2025. The project is partially funded by federal dollars through the State Carbon Reduction Program. The State of Michigan Department of Transportation (MDOT) allocates federal and state dollars and oversees all of the funded projects. Therefore, MDOT is the official entity that enters into a contract for reconstruction with the construction firm. In order to recover the local communities' matching funds, MDOT enters into a contract with each community.

The attached MDOT contract is consistent with past approved MDOT contracts. Bids for the project were opened in January. The total cost for replacing the outdated traffic signals is \$457,849.28, with the grant covering \$326,000 and the city's portion being \$106,849. The project is planned for the current fiscal year, and the city's finance director has confirmed the availability of local funding.

The project will begin this spring, with final completion before the end of June.

Staff requests that the City Council approve the contract award with MDOT for project 24-5496, the Robbins and Beechtree traffic signal replacement project, and authorize the Mayor and City Clerk to execute the necessary documents.

CR

	DA
Control Section	CRSM 70000
Job Number	219833CON
Project	25A0099
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5496

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF GRAND HAVEN, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Grand Haven, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated November 22, 2024, attached hereto and made a part hereof:

Traffic Signal replacement along 168th Avenue at Robbins Road/Beechtree Street; including mast arms and steel poles, controller and cabinet, countdown pedestrian signals, pushbuttons, accessible pedestrian signal system, backplates, wireless vehicle detection system, concrete curb and gutter, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

CARBON REDUCTION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

09/06/90 STPLS.FOR 11/25/24

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Carbon Reduction Program Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) \$369,000 or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies

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that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

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18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF GRAND HAVEN

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



EXHIBIT I

CONTROL SECTION	CRSM 70000
JOB NUMBER	219833CON
PROJECT	25A0099

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$407,500
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COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$407,500
Less Federal Funds*	<u>\$326,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 81,500

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

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

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



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: January 30, 2025

SUBJECT: Ottawa County Agreement for Property Assessment Administration Services

Currently the City has an agreement with Ottawa County to provide Assessing services. The agreement between the City and Ottawa County began in 2011 and has renewed every three years. The current agreement was approved in 2022 and expires on June 30, 2025. Since Ottawa County began providing assessing services to the City, assessed values have increased from \$559M to \$1.36B.

Carla Hill is the Assessor assigned to provide services to the City, and she is supported by staff in the County's Equalization Department. A non-inclusive list of services provided by the County include:

- Weekly office hours at City Hall and availability by appointment
- Direct phone line for City property owners
- Review of 20 percent of City parcels each year
- Response to Michigan Tax Tribunal requests and property valuation challenges
- Preparation and certification of City Assessment Roll

Highlights from 2022-2025:

- Two staff members are certified as MAAO (Michigan Advanced Assessing Officer)
- Staff members are currently serving, or previously have served, on:
 - Ottawa County Assessors Association Executive Board
 - Mid-Michigan Association of Assessing Officers Executive Board
 - Michigan Association of Equalization Directors Standards Committee
 - Michigan Assessors Association Education Committee
 - International Association of Assessing Officers Appraisal Credit Task Force
- 2023 Stronger Together Award from the Michigan Assessors Association
- 2024 Director of the Year Award from the Michigan Association of Equalization Directors

This chart provides a history of costs for assessing services and cost per parcel for each year:

Fiscal Year	Agreement Amount	Change from PY	Number of Parcels	Cost per Parcel	Taxable Value	Change from PY	Tax Year
FY2008/09*	\$ 200,520		6564	\$ 30.55	581,226,680		2008
FY2009/10*	210,994	5.2%	6534	32.29	587,981,009	1.2%	2009
FY2010/11*	205,018	-2.8%	6494	31.57	564,588,528	-4.0%	2010
FY2011/12	130,769	-36.2%	6531	20.02	553,128,143	-2.0%	2011
FY2012/13	134,569	2.9%	6423	20.95	535,855,496	-3.1%	2012
FY2013/14	123,667	-8.1%	6443	19.19	542,093,846	1.2%	2013
FY2014/15	130,000	5.1%	6454	20.14	550,282,232	1.5%	2014
FY2015/16	135,000	3.8%	6480	20.83	571,242,669	3.8%	2015
FY2016/17	137,650	2.0%	6492	21.20	563,212,037	-1.4%	2016
FY2017/18	142,500	3.5%	6550	21.76	557,242,160	-1.1%	2017
FY2018/19	147,500	3.5%	6575	22.43	579,132,946	3.9%	2018
FY2019/20	155,100	5.2%	6616	23.44	613,378,644	5.9%	2019
FY2020/21	162,100	4.5%	6603	24.55	644,107,457	5.0%	2020
FY2021/22	169,400	4.5%	6629	25.55	661,489,458	2.7%	2021
FY2022/23	169,400	0.0%	6632	25.54	707,564,285	7.0%	2022
FY2023/24	176,200	4.0%	6670	26.42	768,550,820	8.6%	2023
FY2024/25	183,200	4.0%	6742	27.17	841,965,792	9.6%	2024
FY2025/26**	193,296	5.5%	6767	28.56	867,224,766	3.0%	2025
FY2026/27**	203,892	5.5%	6817	29.91	888,905,385	2.5%	2026
FY2027/28**	215,100	5.5%	6842	31.44	906,683,493	2.0%	2027

*City employed Assessor and Staff
 **Parcel count and Taxable Value estimated

Attached is the 2025-2028 Agreement for Property Assessment Administration Services for Council approval.

**AGREEMENT FOR PROPERTY ASSESSMENT
ADMINISTRATION SERVICES**

This Agreement is made as of July 1, 2025, by Grand Haven City, a Michigan municipal corporation, 519 Washington Ave., Grand Haven, MI 49417 (“City”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”):

- A. The City, pursuant to the Michigan General Property Tax Act, MCL 211.1 *et seq.* has the power and is required to perform real and personal property tax appraisals and assessments for all non-exempt real and personal property located within the geographic boundaries of the City for the purpose of levying state and local property taxes.
- B. Section 34(3) of the Michigan General Property Tax Act, MCL 211.34(3), provides that a county board of commissioners, through its equalization department, may furnish assistance to local assessing officers in the performance of certain of these legally mandated municipal property appraisal and assessment responsibilities.
- C. The City has requested that Ottawa County’s Equalization Department provide assistance in performing the property assessment administration services (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- D. Ottawa County is willing to assist the City by providing the requested property assessment administration services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Ottawa County agree as follows:

- 1. General Agreement: Ottawa County agrees to provide a property assessment administration program for the City. The program will be administered by the Ottawa County Equalization Director, or designated representative, who will list, approve, and maintain a complete set of records of all real and personal property subject to ad valorem taxation, specific taxes, in lieu-of-tax agreements, and exempt properties within the corporate limits of the City. Ottawa County agrees to perform the following services through its employees, and provide the materials set forth herein:

- A. **Scope of Service** - To classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the City, and to process accurately all assessable personal property that is in the City, and use the methods prescribed by the Michigan State Tax Commission, in accordance with 2018 P.A. 660 ("Act 660"), which amended the General Property Tax Act, being MCL 211.1 et seq., including adding a requirement that approximately twenty percent (20%) of the parcels in the City will be inspected and reviewed each year, so that each parcel in the City is inspected and reviewed approximately once every five (5) years. The Equalization Department will provide an assessment roll as required. The final factor will be determined by the action of the City's Board of Review, the Ottawa County Equalization Department, and the process of state equalization, as determined by the State Tax Commission.
- B. **Qualified Staff** - All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the County Equalization Director, a Michigan Master Assessing Officer. The assessment roll will be certified by qualified personnel by the State Tax Commission, as required for the City's size and State Equalized Value.
- C. **Equipment and Supplies** – The City will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- D. **Maps and Records** - The City shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(M) of this Agreement.
- E. **Appraisal Manuals/Schedules** - The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- F. **Record Cards** - The master file shall be the property of the City. Ottawa County will maintain the master file at the Ottawa County Fillmore complex with access available to the City. Real property printed records, if any, will be located at the Grand Haven City Hall. Personal property printed records will be located in the Equalization Department offices.
- G. **Conduct of Operations** - Both parties recognize that good public relations are vital to the success of the assessment administration program. During

the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Equalization Director to maintain limited office hours at the City offices to conduct their duties, interact with City staff, attend meetings, promote community relations, and to meet with property owners about assessment issues and questions. The City will provide adequate office area and operational infrastructure for such County employees, including but not limited to telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations shall be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.

When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the City on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

- H. **Property Owner Notification and Official Statements** - It shall be the responsibility of Ottawa County to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The City shall pay charges from the services company for printing these notifications and statements.
- I. **Assessment Roll** - Ottawa County shall prepare the assessment roll and certify it for the City in a timely manner.
- J. **Board of Review** – Ottawa County staff will advise and assist the City's Board of Review in preparing for, conducting, and implementing any changes resulting from the required meeting of the Board.
- K. **Appeals** - The Ottawa County Equalization Director, or designated representative, shall represent the City in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The City shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions, shall be paid by the City provided that the Equalization Director seeks and obtains approval from the City prior to incurring such costs or expenses.

Additionally, should either party terminate this Agreement, the County, or designated representative, shall represent the City in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.

L. **Computerized Appraisals and Information Technology** – Ottawa County will provide staff, equipment, and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the City. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information shall adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County may request the assistance of designated staff of the City to determine proper neighborhoods for market-value determinations. The County will ensure that the assessment records reflect the property’s true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.

M. **Geographical Information Systems** – Ottawa County and the City shall utilize Ottawa County’s geographical information system in implementing this Agreement. An independent agreement may govern this function.

N. **Special Assessments** - Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by Ottawa County when formally requested at a fee of \$55.00 per hour incurred.

2. **Payment for Services Provided:**

A. **General Roll Maintenance Services:** Ottawa County will submit monthly invoices on the first day of each month. The monthly invoices from Ottawa County will be processed and paid by the City in accordance with standard City procedures. Except as otherwise provided, payment to Ottawa County for the services provided under this Agreement shall be as follows:

July 1, 2025 through June 30, 2026 (12 months):	\$193,296
July 1, 2026 through June 30, 2027 (12 months):	\$203,892
July 1, 2027 through June 30, 2028 (12 months):	\$215,100
 Total	 \$612,288

Ottawa County will submit monthly invoices as follows:

<u>Date of Invoice:</u>	<u>Amount:</u>
July 1, 2025 through June 30, 2026 (12 months):	\$16,108
July 1, 2026 through June 30, 2027 (12 months):	\$16,991
July 1, 2027 through June 30, 2028 (12 months):	\$17,925

3. **County Expenses:** Ottawa County will additionally be reimbursed on a monthly basis for the reimbursable expenses in a not-to-exceed annual amount of \$10,000. All expenses will be billed to the City in such detail and/or with sufficient supporting documentation, as may be reasonably required by the City. Reimbursable expenses may include office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. For the full-time assessor assigned to the City, budgeted certifications, memberships, professional development, mileage and other travel costs as agreed in advance of training will also be reimbursed.
4. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County to the City shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
5. **Indemnification and Hold Harmless:** Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
6. **Insurance:** The City will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the City and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan, Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide Workers' Compensation Coverage on its employees. Written proof of the existence of such insurances will be supplied by the City and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City may reasonably require.
7. **Term of Agreement:** The effective date of this Agreement shall be July 1, 2025. This Agreement shall continue in effect from the effective date through June 30, 2028. It may be renewed thereafter for one (1) additional three (3) year term, by mutual written agreement of the parties, entered into not later

than May 1, 2028. Either party may terminate this agreement by providing written notice ninety (90) days prior to the end of the assessing year, being March 30 of each year. Termination of this agreement in a method or timeline other than the written agreement of both parties.

8. **Miscellaneous:**

- A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
- D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

GRAND HAVEN CITY:

By: _____
Robert Monetza
Its: Mayor

By: _____
Maria Boersma
Its: City Clerk

COUNTY OF OTTAWA:

By: _____
John Teeples, Chairperson
Its: Board of Commissioners

By: _____
Justin F. Roebuck
Its: County Clerk/Register of Deeds

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



MEMORANDUM

TO: Derek Gajdos, Director of Public Works,
FROM: Derek Lemke, Facilities and Grounds Manager
DATE: January 15 ,2024
SUBJECT: Custodial Contract Recommendation

The Department of Public Works (DPW) solicited and opened bids for custodial services for the City of Grand Haven on July 24, 2024. During the RFP process, we received bids from five custodial companies, as outlined in the attached bid tabulation. The verified low bid was from Professional Building Services of Norton Shores, Michigan, in the amount of \$3,280 monthly. City staff reviewed the proposal and determined that their proposal would not meet the scope of service level required.

The next low bid was from Grand Rapids Building Services of Grand Rapids, Michigan, in the amount of \$6,994.20 monthly. Again, staff is concerned that the bid amount does not reflect the scope of work that needs to be done at the level expected by the City.

The third bid staff considered was from Corporate Cleaning of Grand Rapids, Michigan, in the monthly amount of \$8,224.00. Reference checks prompted concerns from City staff that the level of service provided would not meet our expectations.

The final bid considered was for Zervas Facility Maintenance in the amount of \$11,400.00 monthly. Staff is confident that Zervas will meet and exceed the custodial needs of each City building based on their familiarity with city facilities and the high level of service they have demonstrated to date. While there are challenges to establishing a new service, their communication and willingness to address issues that have arisen during the learning stages have exceeded staff expectations. Management at Zervas has promptly responded to any necessary adjustments to the schedule and cleaning procedures as directed.

After considering all of the proposals and reference checks, City staff felt that a combined approach of an internal employee and external contractor would be most effective. City staff reached out to retired Custodial Supervisor Mike Lulofs to gage his interest in rejoining the City to perform custodial services. Mike expressed interest therefore logistics of combining internal and external operations were finalized and a Revised Scope of Services was completed.

After the Revised Scope of Services was completed, City staff approached Zervas for consideration to provide services for the revised scope of services. Zervas revised their bid to reflect the Revised Scope of Service in the monthly amount of \$5,343.75

Previously, our custodial services were provided all in-house for a total annual custodial staff cost of \$388,373.20, including benefits. The new on-staff custodial position is part-time, with no benefits at an annual cost of \$39,234.00, and the contractual amount is \$64,125.00 resulting in a cost savings to the City in the amount of \$285,014.20.

It is the recommendation of City staff that the Council approve a professional services contract for custodial services with Zervas Facility Maintenance of Norton Shores, Michigan, in the monthly amount of \$ 5,343.75 and authorize the Mayor and City Clerk to execute the necessary documents.



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

Date Opened: July 24,2024

Bidder	City, State	Total Bid Amount
Professional Building Services	Norton Shores, MI	\$3,900/ month
Zervas Facility Maintenance	Norton Shores, MI	\$11,400/ month
Charles Monroe	Lansing, MI	\$14,720/ month
Grand Rapids Building Services	Grand Rapids, MI	\$6,994.20/ month
Corporate Cleaning	Grand Haven, MI	\$8,225.92/ month

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

May 28, 2024

NOTICE TO BIDDERS

REQUEST FOR PROPOSALS

It is the intent of the City of Grand Haven to receive bids for “Custodial Service” 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: Maria Boersma, City Clerk, before **10:00 a.m. local time, Wednesday, July 24, 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 “Custodial Service”.

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 Street, Grand Haven, Michigan 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
Facilities and Grounds Manager
Department of Public Works
City of Grand Haven,

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

7/08/2024

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. **REFERENCES:** The bidder shall supply three references with name and contact information. References can be from current or past accounts or jobs.
20. **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
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**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
DEPARTMENT OF PUBLIC WORKS**

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

21. **REFERENCES:** Please list three (3) references (Municipal Government) wherein your company has provided pavement marking services of this type being proposed for the City of Grand Haven. Failure to list references may result in your company being disqualified.

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

NOTE

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

End of Instructions to Bidders Section

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

SCOPE OF SERVICES

The scopes of services which the successful bidder will be expected to perform are outlined below:

- The contractor will be responsible for the cleaning of all City of Grand Haven buildings. Those buildings include, Department of Public Works, and Waste Water Building.
 - Additional buildings and services may be available at a future time
- Contractor to supplies all cleaning products.
- City of Grand Haven to supply all paper products, trash bags and soap.
- Key Usage: Keys issued by the City are to be used solely by the individual to whom they were issued. Unauthorized use or duplication of keys is strictly prohibited.
- Background Checks: All employees of the Contractor must pass a comprehensive background check prior to being assigned to work in any City buildings. The Contractor is responsible for ensuring compliance with this requirement.
- Employment Status: All personnel working on City properties must be direct employees of the Contractor. Subcontracted employees are not permitted without prior written authorization from the City.
- Schedule and Scope of Service: There shall be no changes to the schedule or scope of services provided under this contract without prior written authorization from the City.
- Compliance with City Policies: The Contractor must comply with all City policies and procedures at all times while performing services under this contract.
- The scope of services that will be provided by the contractor will include the following.

**Waste Water Treatment Plant. 1525 Washington Ave. Grand Haven MI.
49417**

Days Cleaned: Monday, Tuesday, Wednesday, Thursday, Friday

Tasks to Complete- Monday through Friday

- Entry Way
 - Clean all entry glass
 - Wipe down/ disinfect all surfaces
 - Dust high and low
 - Garbage and recycling emptied
 - Glass cleaned
 - Vacuum
 - Empty trash
 - Wipe/ disinfect all handles and other touch points
 - Clean bathrooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned

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

- Soap dispensers filled
- All paper products filled
- Lab Area
 - Do not clean lab tables
 - Dust applicable surfaces high and low
 - Garbage and recycling emptied
 - Sweep floors
 - Mop floors
 - Clean sinks
- Breakroom
 - Dust all surfaces high and low
 - Glass cleaned
 - Wipe tables and chairs
 - Garbage and recycling emptied
 - Disinfect counter tops
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap
 - Clean and disinfect drinking fountain
 - Sweep floors
 - Mop floors
 - Wipe fridges
 - Wipe microwaves
- Back entrance
 - Sweep floors
 - Mop floors
 - Dust all surfaces high and low
 - Wipe and disinfect tables
 - Wipe fridge
 - Wipe microwave
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap

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

**Department of Public Works. 1120 Jackson St. Grand Haven MI.
49417**

Days Cleaned: Monday, Tuesday Wednesday, Thursday, Friday

Tasks to complete:

- Clean lobby area
 - Clean entry glass door
 - Wipe down/ disinfect all surfaces
 - Dust high and low
 - Glass cleaned
 - Vacuum
 - Empty trash
 - Wipe handles and other touch points
- Clean all five offices
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe handles and other touch points
- Break room
 - Dust all surfaces high and low
 - Glass cleaned
 - Wipe tables and chairs
 - Garbage and recycling emptied
 - Disinfect counter tops
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap
 - Clean and disinfect drinking fountain
 - Sweep floors
 - Mop floors
 - Wipe fridges
 - Wipe microwaves
- Bathrooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned
 - Soap dispensers filled
 - All paper products filled

EXHIBIT A

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

- Soap dispenser wiped down
- Paper towel dispenser wiped down
- Sinks cleaned
- Dusting all surfaces high and low
- Floors swept and mopped
- Crew leader office
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe handles and other touch points

City Hall 519 Washington Ave. Grand Haven MI. 49417

Days Cleaned: Monday, Tuesday Wednesday, Thursday, Friday

Tasks to Complete:

- First floor
 - Clean all entry glass
 - Wipe down/ disinfect all surfaces
 - Dust high and low
 - Glass cleaned
 - Vacuum
 - Empty trash
 - Wipe/ disinfect all handles and other touch points
 - Clean and polish woodwork as needed
 - Clean three bathrooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned
 - Soap dispensers filled
 - All paper products filled
- Clean City Manager's Office suite
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe/ disinfect handles and other touch points
 - Clean conference table
- Clean Clerk's Office suite
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe/ disinfect handles and other touch points
- Stairs and Elevator
 - Sweep and mop stairs and landing
 - All carpet vacuumed
 - All surfaces dusted high and low

City Hall 519 Washington Ave. Grand Haven MI. 49417

- Clean glass ceiling at stair landing
- Wipe/ disinfect touch points in elevator
- Polish wood detail in elevator as needed

- Second Floor
 - Clean Finance and Human Resources Office suite
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe/ disinfect handles and other touch points
 - Clean Harbor Transit and City Planners office suite
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe/ disinfect handles and other touch points

- Basement
 - Clean breakroom
 - Dust all surfaces high and low
 - Glass cleaned
 - Wipe tables and chairs
 - Garbage and recycling emptied
 - Disinfect counter tops
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap
 - Clean and disinfect drinking fountain
 - Sweep floors
 - Mop floors
 - Wipe fridges
 - Wipe microwaves

Public Safety 525 Washington Ave. Grand Haven MI. 49417

Days Cleaned: Monday, Tuesday Wednesday, Thursday, Friday

Tasks to Complete

- Clean main lobby
 - Clean entry glass door
 - Window sills cleaned
 - Wipe down/ disinfect all surfaces
 - Dust high and low
 - Glass cleaned
 - Vacuum- including rugs
 - Empty trash
 - Wipe handles and other touch points
- Main floor offices
 - All surfaces dusted, high and low
 - Vacuum carpets and rugs
 - Glass cleaned
 - Sink wiped and disinfected
 - Drinking fountains wiped and disinfected
 - Wipe and disinfect countertops
 - All garbage and recycling emptied and gathered from locked offices
 - Door handles and other touch points wiped and disinfected
 - Tops and backs of computers
 - Desks wiped and disinfected
- Stairwells
 - Clean and disinfect handrails
 - Sweep and mop
 - All surfaces dusted high and low
- Lower Level
 - Sweep and mop hallway
 - Clean bathrooms/ locker rooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned
 - Soap dispensers filled
 - All paper products filled
 - Wipe down and disinfect showers where applicable
 - Empty trash in gym

EXHIBIT A

Public Safety 525 Washington Ave. Grand Haven MI. 49417

- Mainfloor break room
 - Wipe refridgerator
 - Wipe microwave
 - Wipe and disinfect countertops
 - Vacuum
 - Empty trach
- Training room
 - All surfaces dusted high and low
 - Vacuum
 - Empty trash
 - Glass cleaned
 - Window sills wiped
 - Clean wood work
 - Wipe tables and chairs
 - Door handles cleaned and disinfected

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

REVISED SCOPE OF SERVICES

The scopes of services which the successful bidder will be expected to perform are outlined below:

- The contractor will be responsible for the cleaning of all City of Grand Haven buildings. Those buildings include, Department of Public Works, and Waste Water Building.
 - Additional buildings and services may be available at a future time
- Contractor to supply all cleaning products.
- City of Grand Haven to supply all paper products, trash bags and soap.
- Key Usage: Keys issued by the City are to be used solely by the individual to whom they were issued. Unauthorized use or duplication of keys is strictly prohibited.
- Background Checks: All employees of the Contractor must pass a comprehensive background check prior to being assigned to work in any City buildings. The Contractor is responsible for ensuring compliance with this requirement.
- Employment Status: All personnel working on City properties must be direct employees of the Contractor. Subcontracted employees are not permitted without prior written authorization from the City.
- Schedule and Scope of Service: There shall be no changes to the schedule or scope of services provided under this contract without prior written authorization from the City.
- Compliance with City Policies: The Contractor must comply with all City policies and procedures at all times while performing services under this contract.
- The scope of services that will be provided by the contractor will include the following.

**Waste Water Treatment Plant. 1525 Washington Ave. Grand Haven MI.
49417**

Days Cleaned: Monday, Tuesday, Wednesday, Thursday, Friday

Tasks to Complete- Monday through Friday

- Entry Way
 - Clean all entry glass
 - Wipe down/ disinfect all surfaces
 - Dust high and low
 - Garbage and recycling emptied
 - Glass cleaned
 - Vacuum
 - Empty trash
 - Wipe/ disinfect all handles and other touch points
 - Clean bathrooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned

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

- Soap dispensers filled
- All paper products filled
- Lab Area
 - Do not clean lab tables
 - Dust applicable surfaces high and low
 - Garbage and recycling emptied
 - Sweep floors
 - Mop floors
 - Clean sinks
- Breakroom
 - Dust all surfaces high and low
 - Glass cleaned
 - Wipe tables and chairs
 - Garbage and recycling emptied
 - Disinfect counter tops
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap
 - Clean and disinfect drinking fountain
 - Sweep floors
 - Mop floors
 - Wipe fridges
 - Wipe microwaves
- Back entrance
 - Sweep floors
 - Mop floors
 - Dust all surfaces high and low
 - Wipe and disinfect tables
 - Wipe fridge
 - Wipe microwave
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap

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

**Department of Public Works. 1120 Jackson St. Grand Haven MI.
49417**

Days Cleaned: Monday, Tuesday Wednesday, Thursday, Friday

Tasks to complete:

- Clean lobby area
 - Clean entry glass door
 - Wipe down/ disinfect all surfaces
 - Dust high and low
 - Glass cleaned
 - Vacuum
 - Empty trash
 - Wipe handles and other touch points
- Clean all five offices
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe handles and other touch points
- Break room
 - Dust all surfaces high and low
 - Glass cleaned
 - Wipe tables and chairs
 - Garbage and recycling emptied
 - Disinfect counter tops
 - Clean sink
 - Refill paper towel dispenser
 - Refill soap
 - Clean and disinfect drinking fountain
 - Sweep floors
 - Mop floors
 - Wipe fridges
 - Wipe microwaves
- Bathrooms
 - Toilet bases cleaned
 - Toilet bowls cleaned
 - Stalls wiped/ disinfected
 - Mirrors cleaned
 - Soap dispensers filled
 - All paper products filled

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

- Soap dispenser wiped down
- Paper towel dispenser wiped down
- Sinks cleaned
- Dusting all surfaces high and low
- Floors swept and mopped
- Crew leader office
 - All surfaces dusted high and low
 - Garbage and recycling emptied
 - Vacuum
 - Glass cleaned
 - Desks disinfected
 - Wipe handles and other touch points

**CITY OF GRAND HAVEN
CONTRACTOR SERVICES AGREEMENT**

This Agreement is made as of February 3, 2025 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 Zervas Facility Maintenance the address of which is 5905 Grand Haven Road, Norton Shores MI. 49441(the “Contractor”).

RECITALS

- A. The City wishes to have custodial services provided by the contractor (The “Project”).
- B. In order to provide custodial services, the City requires the services of a contractor to provide the necessary labor, materials, and equipment for Custodial Services, as specified in the Invitation to Bid, Conditions of Contract, General Conditions and Scope of Services as revised attached as Exhibit A and incorporated by reference.
- C. The City Council, by its action at a meeting held February 17, 2025 selected the Contractor to provide custodial services.

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, cleaning products, tools, equipment, process and other services necessary for custodial services described in this Agreement, the Invitation to Bid, Conditions of Contract, General Conditions and Revised Scope of Services attached to Exhibit “A”, and incorporated by reference, to the approval and complete satisfaction of the City.
 - (b) Any labor, cleaning products, 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 performing custodial services in a workmanlike manner, shall be furnished by the Contractor as if it had been specified in the scope of work for custodial services.

(c) Any work and materials rejected by City as failing to comply with this Agreement shall be promptly corrected 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 conditions that are corrected.

- 1.2 Additional Services. The Contractor will perform services in addition to those detailed in section 1.1 of this Agreement only when requested in writing by the City.
- 1.3 Termination. Should the Contractor fail to satisfactorily perform any of its duties and obligations under this Agreement and the attached Exhibit “A”, in a timely fashion, the City may, upon thirty (30) days written notice, terminate this Agreement.
- 1.4 Insurance. The Contractor shall, before it commences any work under this agreement, file proofs of insurance as required by the documents attached as Exhibit A.

ARTICLE II PHASES FOR COMMENCEMENT AND COMPLETION

- 2.1 Commencement and Completion. Work shall commence and not be interrupted until completion on or before February 3, 2028

ARTICLE III COMPENSATION AND PAYMENT

- 3.1 Compensation. The City shall pay the Contractor the sum of \$5,434.75 monthly 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. All payments unless reasonably disputed within thirty (30) business days of the City’s receipt of the invoice, shall be paid within forty-five (45) days of the City’s receipt of the invoice.
- 3.3 Liens. The Contractor, its agents, or sub-contractors shall not place any lien upon any City property or any of its building, improvements, fixtures or appurtenances, or any other City property without first securing a valid judgement against the City.

ARTICLE IV MISCELLANEOUS

- 4.1 Notices. Any notice or other communication to be given under this Agreement shall

be personally delivered or mailed by prepaid certified mail, return receipt requested, to the addresses first written above, or delivered to the contact persons for either party.

- 4.2 Governing Law. This Agreement has been executed and delivered in, and shall be interpreted and enforced under the laws of the State of Michigan. To the extent permitted by law, the state courts of Ottawa County, Michigan shall be the jurisdiction and venue for any litigation or other proceeding between the parties that may be brought by reason of this Agreement.
- 4.3 Waiver of Breach. Neither party's waiver of a breach of any provision of this Agreement shall 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 revised scope of services attached as Exhibit A. 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 Revised Scope of Services attached as Exhibit A. The terms of the Invitation to Bid, conditions of contract, General Conditions and Revised Scope of Services 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 M. Monetza, Mayor
By: _____
Maria Boersma, City Clerk

THE CONTRACTOR:

By: _____

Its _____

By: _____

Its _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2025

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 HENDRICKSON AGENCY 616 MILLER DR GRAND HAVEN, MI 49417	CONTACT NAME: RYAN HENDRICKSON PHONE (A/C, No, Ext): 616-935-7996 E-MAIL ADDRESS: TEAM@HENDRICKSONAGENCY.COM	FAX (A/C, No): 616-607-2501
	INSURER(S) AFFORDING COVERAGE	
INSURED ZERVAS FACILITY MAINTENANCE LLC 5905 GRAND HAVEN RD MUSKEGON, MI 49441	INSURER A: FARM BUREAU INSURANCE CO OF MICHIGAN	NAIC # 21547
	INSURER B:	
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	BO-11444828	09/06/2024	09/06/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF GRAND HAVEN 519 WASHINGTON AVE GRAND HAVEN, MI 49417	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Attachment D

Grand Haven Airport Board Meeting Minutes December 17, 2024

Chairperson Ben Ennenga called the meeting to order at 5:30 pm

Roll Call: Richard Clapp

Members present: Denny Swartout, Dale Hagenbuch, Richard Clapp, Ben Ennenga, Tricia Harrell

Others Present: Earle Bares- Airport Manager, Tom Mandersheid- Airport Liaison

Guests: Jennifer Bares, Roland Ashby, Doug Furton

First Call to the audience

Doug Furton- Would like the board to approve a new and accessible weather system.

Minutes:

Motion to approve 11/26/24 minutes. Motion by Swartout and seconded by Clapp.

New business:

Land Lease proposal: Reviewed draft page by page and asked questions of the airport manager. Forwarded to city manager and city attorney for review.

Fee schedule for hangars, due 1/10/25, discussion by Tom Mandersheid.

A weather reporting system discussed, must be in next year's budget which is due mid-January 25.

Old Business:

Airport manager report:

Projects

- Hangar doors off track

- Snow plowing underway
- 100LL Fuel pump is not fixed yet, lengthy discussion by Chairman Ennenga and Manager Bares to replace mother boards internally on fuel pumps. Clapp and Swartout opened discussion to buy new fuel pumps. \$65k would be required to purchase two new pumps. Decision to be made at the January meeting.
- Daycare Center being planned by Shape. Requesting special land use on airport owned property. Up to one hundred kids and one hundred parking spaces. MDOT has provided guidance to not do this. Public hearing TBA.

Safety & Security

- No noise complaints, no wildlife complaints
- City had a deer culling expert review the airport property
- Three orange balls missing on high voltage power lines at 160th avenue. BLP has been advised, they say “we will get to it”, no update, no change.
- 2 Notams

Airport Operations & Activity

- Gami Fuel is moving forward after AOPA review. Cirrus aircraft will not warranty its aircraft if Gami fuel is used.
- 165 log entries
- Fuel sales average for this time of year
- Fuel Sales were 348 Gal. 100LL, 0 Gal. Jet A
- 58 Aircraft home based on the field.
- Worked on 3 aircraft, no flight instruction
- Hangars are fully occupied, some hangar door problems
- Runway edge lights

Airport Facilities

(n/a)

Airport Liaison Report:

Accounts receivable over 30 days, good shape.

Airport Cash balance: \$374,737.73

Budget looks good. On track.

Second Call to audience:

Roland Ashby appreciates the board's engagement with issues specifically for the new fuel pump. Have a fundraiser for a new weather system.

Adjournment 7:16 pm

Motion to adjourn, Clapp, Swartout

Minutes submitted by board secretary, Richard Clapp

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
DECEMBER 19, 2024

A regular meeting of the Grand Haven Board of Light and Power was held on Thursday, December 19, 2024, at 6:00 PM at the Board's office located at 1700 Eaton Drive in Grand Haven, Michigan and electronically via live Zoom Webinar.

The meeting was called to order at 6:00 PM by Chairperson Westbrook.

Present: Directors Knoth, Polyak, Welling, and Westbrook.

Absent: Director Crum.

Others Present: General Manager Rob Shelley, Secretary to the Board Danielle Martin, Finance Manager Lynn Diffell, Operations and Power Supply Manager Erik Booth, and Distribution and Engineering Manager Austin Gagnon.

24-17A Director Welling, supported by Director Knoth, moved to excuse Director Crum from the meeting due to a personal matter.

Roll Call Vote:

In favor: Directors Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

24-17B Director Welling, supported by Director Polyak, moved to approve the meeting agenda.

Roll Call Vote:

In favor: Directors Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

Pledge of Allegiance

Public Comment Period

No comments.

24-17C Director Welling, supported by Director Knoth, moved to approve the consent agenda. The consent agenda includes:

- Approve the minutes of the November 14, 2024 Regular Board Meeting
- Receive and File the November Financial Statements, Power Supply and Retail Sales Dashboards
- Receive and File the November Key Performance Indicator (KPI) Dashboard
- Receive and File the MPPA Energy Services Project Resource Position Report dated 11/26/2024
- Approve payment of bills in the amount of \$2,383,626.88 from the Operation & Maintenance Fund

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
DECEMBER 19, 2024

- Approve payment of bills in the amount of \$133,615.64 from the Renewal & Replacement Fund
- Approve Purchase Order #23248 to Verdantas in the amount of \$39,500 for a Metronet pole attachment review

Roll Call Vote:

In favor: Directors Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

24-16D Director Welling, supported by Director Polyak, moved to approve the Purchase Orders. The Purchase Orders include:

- Purchase Order #22241-3 to the City of Grand Haven in the amount of \$160,351 for HDR CCR ground water sampling
- Purchase Order #23242 to Irby in the amount of \$22,756 for three 3 phase switches for BLP stock
- Purchase Order #23245 to Kent Power in the amount of \$639,545 for Harbor Drive underground labor
- Purchase Order #23254 to Morbark in the amount of \$58,963 for a replacement tree chipper
- Purchase Order #23256 to C&S Solutions in the amount of \$15,841 for a new underground locator
- Purchase Order #23258 to Great Blue Research in the amount of \$25,000 for the customer satisfaction survey
- Purchase Order #23262 to Utility Financial Solutions in the amount of \$42,500 for a rate study
- Purchase Order #23272 to the State of Michigan in the amount of \$8,700 for the 2025 NPDES permit

Purchase Order #22241-3 for groundwater monitoring is for associated costs through the end of fiscal year 2025. A purchase order for the next full year of monitoring is expected to be brought to the Board in June. Purchase Order #23272 is to keep the NPDES permit active for future projects if needed. No discharge activities have taken place, and none are currently planned to occur.

Roll Call Vote:

In favor: Directors Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

24-17E Director Welling, supported by Director Knoth, moved to approve the Performance Resolution for Municipalities.

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
DECEMBER 19, 2024

This resolution provides authority to the General Manager and Distribution and Engineering Manager to pull MDOT permits on the BLP's behalf.

Roll Call Vote:

In favor: Directors Knoth, Polyak, Welling and Westbrook; Opposed: None.

Motion carried.

24-17F Director Welling, supported by Director Polyak, moved to approve the Energy Services Project Power Purchase Commitment.

This transaction will raise the BLP's energy hedge and REC levels by approximately 10% for years 2027-2035. We are authorizing MPPA to buy energy and REC's on our behalf in advance to lock in competitive rates and compliance with PA235 requirements. The REC's can be sold later if they are not needed but it is our plan to use them.

Roll Call Vote:

In favor: Directors Knoth, Polyak, Welling and Westbrook; Opposed: None.

Motion carried.

24-17G Eaton Drive Building Project Update

The General Manager reported the concept phase of the Eaton Drive building remodel project has been completed with Progressive AE. The key goals of this project are to create a better Board and all employee meeting space, provide a private office space for human resources, and to build a locker room for distribution employees. The estimated cost is approximately \$2.2 million and includes a higher quality insulated and heated garage than was originally proposed. All Directors expressed support for the project and in moving on to the design phase. The next Board action will be when the contract is brought for approval.

No formal action taken.

24-17H Director Welling, supported by Director Polyak, moved to approve the 26 invoices from Dickinson Wright totaling \$98,338.50.

Chairperson Westbrook and Director Welling met with Mayor Monetza, Derek Gajdos, Ashley Latsch, Erik Booth and Lynn Diffell to review the invoices. The invoices date back to November 2021 and include PFAs and CCR related work. At the meeting, Derek Gajdos presented an assessment of the bills in which the City will pay for PFAs and the BLP will pay for CCR related work. After review, there was unanimous agreement that the process was fair. Of the \$111,096 invoiced, the City will pay \$12,757.50 and the BLP will pay \$98,338.50. Going forward, Lynn Diffell and Derek Gajdos will work together to review the invoices before they come to the Board for approval. HDR has also been asked to invoice items as clearly as possible for easy determination of responsibility between the City (PFAs) and the BLP (CCR).

GRAND HAVEN BOARD OF LIGHT AND POWER
MINUTES
DECEMBER 19, 2024

Roll Call Vote:

In favor: Directors Knoth, Polyak, Welling and Westbrook; Opposed: None.
Motion carried.

24-17I Governance Training Lesson 13 “In-the-Weeds/Not In-the-Weeds” Discussion.

No formal action taken.

24-17J The Board will watch Governance Training Lesson 14 “Strategic Planning and the Role of the Governing Board” for discussion at the January meeting.

No formal action taken.

Other Business

The General Manager provided the following updates:

- Thanks to City staff for working with BLP staff on Harbor Island issues.
- The BLP is providing a truck for the New Year’s Eve ball drop downtown.
- Thanks to the Board members and employees who were able to attend the BLP’s holiday party last week. We received good feedback and felt the event was successful.
- The BLP’s lighting contest winners were announced today. Check out the BLP’s website to see a map of all entries.
- Congratulations to Kim Dutmers on her upcoming retirement. We will be hosting a luncheon to celebrate with Kim on Friday, December 20th.

Public Comment Period

No comments.

Adjournment

At 6:40 PM by motion of Director Welling, supported by Director Polyak, the December 19, 2024 Board meeting was unanimously adjourned.

Respectfully submitted,



Danielle Martin
Secretary to the Board

DM

November 25, 2024

MINUTES

Attendance-Doug VanOss, James Porenta, Dawn Wolfe, Martha Alexander

Absent-Angela Sorenson

Guests: N/A

Agenda & Minutes- Motion-Alexander, w/correction of date to agenda 2nd -Wolfe. All in favor.

COMMITTEE REPORTS:

Finance Chair VanOss reported that Central Park Place is trending with the same revenue amounts as last FY. There are some unusual expense details that need to be reviewed and discussed before the next meeting. Seise and VanOss will schedule a meeting to review with the intent to present a clearer calendar year end total with the board.

BUDGET:

Staff discussions will start in December. Seise will provide update on this FY capital plans and projections for next year.

UNFINISHED BUSINESS:

Open board seat for marketing-recommendations are welcome and must be sent through the city's website.

Wedding networking event postponed to late winter. Staff has not had not to put event together.

NEW BUSINESS:

Seise reported on the concept of creating a Placemaking Art Plan for our community. Placemaking is a multi-facted approach to the planning, design and management of public spaces. The concept of having an art Placemaking Plan could be helpful in re-integrating the arts into the facility. Seise reports that we have additional artist showings scheduled for 2025, as well additional dance instruction and theatre productions.

Staffing updates: Seise reported to the board about the challenges that have been taking place operationally since the city closed the DPW Custodial Department. For a period of time the city was contracting with a 3rd party vendor to do the cleaning for facility. They were charging \$425 for cleaning services + additional fees if a set up was being done. Currently, Central Park Place is publishing a calendar of times that additional help is needed for weekend event staff and cleaning staff. This is less than ideal, because someone does not always sign up for overtime hours. We have to work toward a more permanent solution, based upon our budget and staffing constraints. A new Assistant City Manager has been named, who will become Seise's direct supervisor, she reports that they have a meeting scheduled and this person will be brought up to speed on the current staffing situation. More to follow at the January meeting.

CITY OF GRAND HAVEN
HISTORIC CONSERVATION DISTRICT COMMISSION
REGULAR MEETING MINUTES
WEDNESDAY, NOVEMBER 20, 2024 AT 5:00 PM
GRAND HAVEN CITY HALL
CITY MANAGER'S OFFICE
519 WASHINGTON AVE.
GRAND HAVEN, MI 49417

Call to order: Chair Chad Fisk at 5:00 PM

Roll call of members present: Chair Chad Fisk, Secretary Linda Rosema, Members Erik Bye, Liza Dora, Robyn Vandenberg, Nina Bryhn and Patrick Qua

Members absent: No One

Others present: City Planner and Administrative Assistant Brian Urquhart, Tri-Cities Museum Advisory Member Kate Crosby and Loutit District Library Representative Jeanette Weiden

- 1) General Business Call to the Audience (No one spoke)
- 2) Planning Commission Site Plan Review
 - a. Brian Urquhart received a request from Kurt Moser, owner of a condo at 117 Washington Ave., to get our feedback on moving forward with repairs that need to be done with failing brick on the exterior of the building. Moser made a presentation to the Historic Commission describing the improvements. He would like to know what is acceptable material to use on the east and west sides of the building that are visible from the street. He has been doing band aid repairs over the years and is looking for long term solutions. It was agreed that vinyl siding may be the answer, but he is open to ideas, he is hoping to do the work in the Spring.
 - b. Jyace Stutsman, owner of 112 Washington Ave., has submitted a sight plan for the addition behind Toasted Pickle. We would like to see something that honors the history of the district, prefer not to see shipping containers downtown. We would like him to take into consideration that it is a front facing entrance, the design is problematic and suggest he hire an architect. Urquhart will send a list of the recommendations from the Historic Commission.
 - c. Brian suggested the commission write a letter to the owner with our recommendations before Stutsman submits an application for site plan review.
- 3) Approval of Regular Meeting Minutes of October 16, 2024
 - a. Member Dora made a motion that was seconded by Member Bryhn to accept the minutes as read. The motion carried.
- 4) Tri-Cities Museum Advisory Member Kate Crosby Update
 - a. Upcoming events are Light Night on December 4 and Holly Jolly Christmas on December 7. The museum is closing for the holidays. Liza Dora commented that the Keepers of the Light program was great.
- 5) Loutit District Library Representative Jeanette Weiden Update

- a. The SS Eastland Disaster Program is tonight, November 20, presented by a local engineer at 6:30. Programming over the holidays is slower. The Grand Haven Tribune.com digital is all up and running. It has resources, genealogy and several data bases and newspapers.com. Home years 1891-1928 are all at the library.
- 6) Updates and Reports/Comments by Members
 - a. There was discussion about the December Christmas gathering. Chair Chad Fisk reported that his in-laws who live above Aldea offered their condo. Jeanette suggested East Side Brewstillery at Off the Chain. It was decided to meet on December 18 at Chad's in-laws, BYOB, spouses included.
 - b. Member Patrick Qua said that SW Walking Tour updates have been made, he added a QR code, they are ready to go to print.
- 7) Second Call to the Audience (No one Spoke)
- 8) The meeting was adjourned at 6:11 PM by Chair Chad Fisk.

Respectfully submitted,
Linda Rosema
Secretary

Grand Haven Main Street- DDA Board of Directors Meeting
November 14, 2024
Grand Haven City Hall - Council Chambers

1. Meeting called to order: 7:33am
2. Roll Call: Member Present: Melita Ewbank, Lynn Negen, Todd Hancock, Robert Monetza, Laura Girard, Chris Weavers, Todd Anthes, Joyce Workman
3. Absent: John Steinebach, Nathan Patterson, Kelly Larson,
4. Mission statement by Todd Anthes and Vision statement by Chandi Pape
5. Review and approved Consent and regular agenda: motion by Bob Monetza, 2nd by Todd Anthes All members present approve motion
6. Call to Audience: Jack Mare wanted to learn more about DDA Ashley Latch City Manager present, but no comments at this time During call to the Audience Joyce Workman noted that at Exc. meeting which was shortly after Officer Mosley's death Exc. had White Chicken Chili and a sympathy card sent over to Dept. of Public Safety on the DDA Board's behalf to let them know we were thinking of them.
7. Consent agenda: motion to approve by Robert Monetza and 2nd by Chris Weavers.
 - a. Approve Minutes from October 10, 2024 Board Meeting
 - b. Accept August & October minutes from Recruitment & Retention
 - c. Accept October minutes from Preservation & Place, Organization, Executive, and Promotions CommitteesOctober minutes from Recruitment and Retention not approved because they didn't have a quorum. Chandi Pape to remove those minutes.

All members present approved
8. Treasures report Chris Weavers, \$13,000.00 in Holiday lighting Approved, everything else looks good. Motion to approve by Chris Weavers and 2nd by Melita Ewbank, all present members approve
9. Accreditation recap: Michigan Main Street will follow up in the next month to establish our renewal. They are going to approve transformation Strategy planning service. Please reply to Chandi's email about availability dates she sent everyone.
10. Committee Updates

Preservation & Place: They picked up corn stalks from fall, Spheres were put up in district for Holidays. Snowflakes were picked up to be set in place by DPW. Solar Christmas trees in flower planters in center town

because Centertown planters don't have power. There are dates to take down holiday Lighting

Org:Org also started outlining points or a Out of District participation policy.

Recruitment & Retention: started outlining points for a Out of District participation policy, visitor data, and BOOMS tracker for property owners in district. Todd Sellon heading property owners list. Succession plans for businesses, and building owners. Discussion on businesses closed: Floto's building is for sale now, SeaBags is a turnkey space and now empty.

Promotions: Fall fest went well. Light Night is next week and bags are allset. Don't have a set time yet when the lights turn on. Chamber handles tree at the waterfront by depot. Cut outs for Center town at Whoville around center town. They will be moved around centertown during holidays.

Motion to approve an increase of \$1,000.00 to the Santa in center town event. This money was allocated from the promotions budget and approved by Promotion committee. Motion by Chris Weavers and 2nd by Todd Hancock. All present members approve

John Steinbach enters meeting at 7:58am

Directors report: NYE celebration is a City event. Washington Street closed from harbor to second street. There will be a band at Harbor and Washington, Ball drop in the first block. The city is asking DDA's input on putting food trucks in the second block of Washington for the event.

Charge them and that would off set the cost of the event. Discussion was where would food truck go, the side street of 1st, or the first block. Will this be a slippery slope. The food trucks that were brought in for the 4th of July, now NYE will this become a slippery slope? What do the restaurant and bars think? The city needs to recoup their cost of \$1500.00 possibly through the food truck. Bar carts would they be able to use them. They will need to know how the license work. They need to do the due diligence. We can recommend but City Council will make final decision. Per Food Trucks Laura Girard will talk to stakeholders in 1st block, Melita will talk with 2nd and 3rd block restaurants and get back to Chandi.

Chandi Pape will be giving a DDA Update to City Council on December 2, 2024.

Chandi Pape gave a funding presentation: Where our funding comes from and how it's spent. Chandi Pape will attach the presentation to these minutes

John Steinbech was concerned about the Floto building because of the front facade having a distinctive look. There was discussion about if the Board wanted to own property as a means to develop economic growth. Todd Anthes gave insight to how this would work if DDA wanted to look into it. There was discussion on how buildings become landmarked. The City hired Dana Kollewehr to the assistant City Manager position.

Chairs report: There is concern that we have open spaces in the Downtown. We need to be aware that this something we need to address. Ashley Latch did comment that she is meeting weekly with Chandi Pape and other Dept. heads to help strategize with the DDA, and be partners to help with the downtown economic growth. John Steinbach did mention incubator space and how could we help new businesses. Chandi will send a report to Ashley with anything that City Council needs to know with ongoing items they would need to know. Director DDA questions Game.

Adjourn at: 8:45am

Meeting
Board of Directors - Grand haven Main Street
Thursday, December 12, 2024
Grand Haven City Hall - Council Chambers

1.Meeting called to order at 7:33am

2.Recording Secretary: Laura Girard

3.Members Present: Joyce Workman, Todd Anthes, Chris Weavers, Laura Girard, Robert Monetza, Todd Hancock, Kelly Larson, Lynn Negen, Melita Ewbank, Director Chandi Pape

Absent Members: Nathan Patterson and John Steinbach

4.Nathan Patterson sent a letter Resigning from the Main Street Board.

5.Both Mission and Vision statements read by Kelly Larson

6.Review and Approve of the Consent and Regular Agenda: Motion by Kelly, 2nd by Laura. All present members approved

7.Call to audience/public comments: None

8.Consent Agenda:

a. Approve Minutes from November 14, 2024 Board Meeting

b. Accept October minutes from Preservation and Place, Organization, executive, Recruitment & Retention, and Promotions Committees

Motion by Melita, 2nd by Kelly. All present members approved

Treasurer's Report: Chandi stated wine glasses invoice for January event, fall festival expenses, various Christmas advertising. Print and online

Motion by Chris, 2nd by Laura

New Business:

a. Preservation in Place is asking for approval to apply for a \$10,000 Vibrancy Grant and \$50,000 T-Mobile Hometown quarterly Grant, This is part of a vibrant spaces Initiative P & P has been working on. Gathering spaces, signage, sustainable flower beds, get more seating, bike repair station. Kelly asked about applying to Community Foundation. Yes, that is also something that will be worked on for their \$5,000 grant. They would break it into phases because of time frames

for completion. Jennifer Smelker head of P & P Committee explained getting more seating in center town. Bike racks and bike repair spot in both areas, and get more consistent signage. Flower beds for year around use. There has been communication with DPW to make sure things are alined. Motion by Joyce, 2nd by Kelly, all members present approved.

b. Wine About Winter 2025

Final list to recommend to the Board. Same prices, glasses \$5, tickets \$4, bundle \$25

11 licenses, will save 1 license for Taste of Grand Haven (beer tent) or 50th/20th party (CPP/Portos), either event we could organize with another organization to run the bar or tent.

1st Block

1 Surf Shop
2 Red Salon
12 Corners
Snug Harbor

2nd Block

3 Down to Earth
4 Marushka
5 Alegria
6 Patricia's Chocolate
Fortino's

J. Morgan – no
Garsnett Beacon - no
Kilwin's – no
Silverfire Gallery – no
Lee&Birch-no

3rd Block

7 Jean Marie's
8 Blueberry Haven
9 Lakeside Eats
10 Studio 206
Tri-Cities Museum

Borr's – sell tickets
Mirthy – next year

Centertown
11 The Bookman
707 Events
JDub's
J. Renee Salon/Elevate Your Everyday – next year

Tickets:

Sold only at Fortino's ahead of event

Night of event

Fortino's
Harborfront
Borr's
The Book Cellar

Not Serving wine

Long Road
Lucy's
Glik's
Righteous
Haven & Main
GH Vinegar & Oil
Mirthy

Approve Wine about winter 2025 motion by Todd Hancock, 2nd by Todd Anthes. All members present Approve

c. Motion to approve Master Level Service Application with Michigan Main Street - Strategic Planning service, March 6th & 7th 2025. Motion by Kelly and 2nd by Melita, All present board members approve

d. New Author event: Third Coast Author Event: March 22, 2025. Host 200 National Authors, VIP event to meet the Authors proceeds go to DDA. Silent Auction some items will be donated by Authors themselves. Auction proceeds go to Bluebird. There is discussion of total cost of the event. For a 1st time event it's \$15,000.00 budget. Just want to make sure details are covered. It was explained that we partnered with Bluebird because as a non profit they would use their liquor license for the event. This event is

modeled after a successful east coast author event. It is a March event where we've been looking bring people in during a slower retail time.

Motion by Kelly, 2nd by Lynn

Members approve: Todd Anthes, Laura Girard, Robert Monetza, Todd Hancock, Kelly Larson, Lynn Negen, Melita Ewbank.

Dissent members: Joyce Workman and Chris Weavers. Motion passes by majority

e: Presentation of Executive Slate 2025

- Joyce Workman, Chair
- Laura Girard, Vice Chair
- Chris Weavers, Treasurer
- Kelly Larson, Secretary
- Todd Anthes, Past Chair

9. Nominating Committee members were Cara Galbavi - Past Chair, Chandi Pape - DDA Director, Dan Borchers from Frame and Mat Shop. This will be voted on next month but wanted to present the slate for anyone who has questions or comment.

10. Committee Update:

Preservation and Place: Jennifer Smelker presented summery this year. Awarded grant from Community Foundation and a private sponsor for Holiday Lighting this year. There is no electricity to planters in center town so that is a work in process. Successes this year are Banner program, 1st block programs and vibrancy, pollinator pocket gardens, Planter Beds, involving students from Central high School, Corn Stalks, and Greenery for Holidays, Involving more student from GHPS. Banners for next year are now available to purchase, working on Kiosk repair, working on year around approach for flower beds. Master schedule for deadlines and dates that is shared the DWP has been very helpful. Starting to work on empty window plan, connection corridor plan with art & benches with more between downtown and center town. Film night in s Sherwood Forest, bike repair spots, Story path. Jen asked that Sponsorship program be implemented this next year. P & P raised more

money this year with the banner program then what their total budget was, so she asked the board to consider increase budget for P & P.

Org: Jeremy Swiftney wasn't able to attend do to having to attend Rotary Meeting at same time. It was mentioned the Website completion this year.

Recruitment & Retention Mellisa Miller presented the 1st block success with daily programs. Incubator space is being discussed, property owners list is in process should be complete in 2025, start to build relationship with property owners, training classes success were shoplifting and job hiring class, Main Street does have online classes for retailers.

Promotions presented by Lynn Negen. They are focused on filling events and bring people in during shoulder seasons. Shoulder events: Bones about Town, Fall Fest, Light Night, and Wine about Winter. New events for 2025 Third Coast Authors Event. This will replace Big Shop

11.Directors report: Chandi is really trying to incorporate and Market our new branding in events. She also asked Brian Urquhart Grand Haven City Planner. He wanted DDA input to a proposed building expansion to the back of Toasted Pickle. This is brought by the building owner and Toasted Pickle. The proposal was part of this months board package. Questions asked were there doesn't seem to be parking for the living spaces on the 2nd and 3rd floors as has been required in the past, also it was noted that the building material would be shipping containers. The look as of historic preservation. Brian asked that if there was other feedback to reach out to him. The Mayor pointed out there is Downtown Design Guidelines for Grand Haven. Board member should take a look at these as a start. All in favor to send this to P & P to review and advise the board.

12. Melita leaves 8:48am

13.Chair's report: Where should the Participation, Event Sponsorship, and DDA Sponsorship policy be created?

14. Adjourn: 9:08am

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

Parks and Recreation Board

**Meeting Minutes
August 7, 2024**

The Parks and Recreation Board meeting was called to order on June 5, 2024 at 6:00 pm at City Hall Council Chambers.

Roll Call: Bruce Baker, Chair
Jim DeVries
Tami Harvey
Lynn Groothuise

Also Present: Council Member Mike Fritz, and Deputy Public Works Director Dana Kollewehr

Approval of Minutes from the June 5, 2024 meeting:

A motion was made by DeVries and seconded by Harvey to approve the P&R Board Meeting Minutes from June 5, 2024. **Motion was approved 4-0.**

New Business

24-62 Park Use Permit – Gould/Pearson Wedding
Request Made by: My Barefoot Wedding
Type of Event: Ceremony
Location: Grand Haven City Beach
Date(s) of Event: Friday, August 16, 2024
Time Frame: Event: 10:30 am to 11:00 am
Attendee Count: 12
Notes

A motion was made by Harvey and seconded by DeVries to approve the Gould/Pearson wedding, held at City Beach, Friday, August 16, 2024 from 10:30 am until 11:00 am.

Motion was approved 4-0.

24-63 Park Use Permit – World Book Day Special Event

Request Made by: Natalie Fedewa
Type of Event: Special Event
Location: Central Park
Date(s) of Event: Sunday, August 25, 2024
Time Frame: Event: 11:00 am to 4:00 pm
Attendee Count: 1000
Notes

A motion was made by DeVries and seconded by Groothuis to approve the World Book Day, held in Central Park, Sunday, August 25, 2024 from 11:00 am until 4:00 pm.

Motion was approved 4-0.

24-64 Park Use Permit – Hispanic Heritage Fiesta

Request Made by: Tri-Cities Puentes Initiative
Type of Event: Special Event
Location: Lynne Sherwood Waterfront Stadium
Date(s) of Event: Saturday, September 21, 2024
Time Frame: Event: 11:00 am to 9:00 pm
Attendee Count: 2500
Notes

A motion was made by Groothuis and seconded by DeVries to approve the Hispanic Heritage Fiesta, held at Lynne Sherwood Waterfront Stadium, Saturday, September 21, 2024 from 11:00 am until 9:00 pm.

Motion was approved 4-0.

24-65 Park Use Permit – Jeep Fest

Request Made by: Grand Haven Jeep Fest
Type of Event: Special Event
Location: Lynne Sherwood Waterfront Stadium
Date(s) of Event: Saturday, May 17, 2025
Time Frame: Event: 9:00 am to 6:00 pm
Attendee Count: 2000+
Notes

A motion was made by Harvey and seconded by Groothuis to approve Jeep Fest, held at Lynne Sherwood Waterfront Stadium, Saturday, May 17, 2025 from 9:00 am until 6:00 pm.

Motion was approved 4-0.

General Business

- Parks and Recreation Plan Update – City staff to send a calendar poll for future meetings with the Parks and Recreation plan update consultant.
- Thank you to Winsome Bricker for her service to the community serving on the Parks and Recreation Board.
- Request by Board members to receive an updated Parks and Recreation Board member roster and their contact information.

Adjournment

The Parks and Rec Board meeting was adjourned at 6:13 pm.

**CITY OF GRAND HAVEN
GRAND HAVEN, MICHIGAN
PLANNING COMMISSION MINUTES
December 10, 2024**



A regularly meeting of the Grand Haven Planning Commission was called to order by Chair Dora at 7:00 pm. Upon roll call, the following members were present:

Present: Magda Smolenska, Dan Borchers, David Skelly, Tamera Owens, Joe Pierce, Jennifer Smelker, Vice-Chair Ryan Galligan, Chair Mike Dora

Absent: Amy Kozeneki

Also Present: City Planner Brian Urquhart, Councilman Kevin McLaughlin, and members of the public.

Approval of Minutes

Motion by **Skelly**, seconded by **Vice Chair Galligan**, to approve the minutes of the November 12th meeting as printed. All ayes. **Motion passes.**

Approval of Agenda

Chair Dora moved that item D, Case 24-41: An application to amend the zoning map to remove the Sensitive Area Overlay designation on parcel #70-03-21-328-031, be moved to item A on this agenda. Add PC case 24-28 to revisit special land use conditions for 22 Franklin to Old Business.

Motion by **Skelly**, seconded by **Smelker**, to approve the agenda as printed. All ayes. **Motion passes.**

Call to the Audience: First Opportunity

None

Case 24-41: An application to amend the zoning map to remove the Sensitive Area Overlay designation on parcel #70-03-21-328-031

Urquhart introduced the case. In June 2024, the development team from the Salvation Army presented the preliminary plan for a housing development at the undeveloped 2.08-acre parcel south of their main facility at 310 Despeldar. The development team stated the site is presently overgrown brush and not a wetland. In addition, they assert the sensitive area overlay district precludes development of the site for housing. The underlying zoning district is NMU - Neighborhood Mixed-Use, which multiple-family dwellings are permitted by right in this district. At the November PC meeting, the Planning Commission determined there was enough information in the Wetland Delineation Report to schedule a public hearing, and reconsider the locally regulated wetland within the sensitive area.

The applicant is requesting the Planning Commission make a recommendation to remove the sensitive area overlay zoning designation on parcel #70-03-21-328-031. This process is outlined in Sec. 40-422.06 of the zoning ordinance. According to Sec. 40-422.02.B, a wetland is determined to be sensitive because it provides flood and storm control, wildlife habitat, pollution treatment, water recharge and storage area, benefits to water quality, and erosion control. Historical records and institutional knowledge have described the site as a former celery field.

According to the wetland report, an onsite assessment was conducted in August 2024. TriTerra identified a combination of forested wetland and emergent wetland on the property, identified as Wetland A in Figure A. TriTerra staff assessed vegetation by approximating the percent coverage of dominant plant species. Soil cores were collected, and the colors were determined using the Munsell Soil Color Chart. TriTerra determined whether each plant community satisfied the requirements to be a wetland, in which, under normal circumstances, the vegetative communities must be dominated by hydrophilic vegetation and hydric soil.

During the November meeting, members of the Planning Commission brought up a concern about whether the sensitive area overlay would be removed, but the project did not happen, and what would then be permitted on the property. Due to this concern, staff recommends the applicant provide context of the proposed housing project, should City Council approve the zoning change. Please note the application includes a conceptual design of a multiple-family housing development with a public road, but we are not conducting any site plan review.

The city received one correspondence opposed to this case.

Applicant Jacob Horner, head of real estate for Dwelling Place, was present.

Chair Dora opened the public hearing at 7:11 pm.

Mike O'Hara, 1015 Fulton, spoke in favor of preserving the wetland and feels it needs to be protected.

David Tenkate, 18. N.5th Street, said he favored removing local regulations to allow the development of affordable homes in the area.

Roger Skorupski, 11769 Lakeshore Dr, spoke on behalf of his daughter Meredith, 1040 Fulton, who also opposed removing the Sensitive Overlay Area.

Gerald Andre, 902 Elliot, also said he highly opposed the development.

Tom Reinsma, 1428 Woodlawn Commons, has served on the Salvation Army Boards for 50 years. He stated the property was purchased in 2000.

A motion was made by **Vice Chair Galligan** and seconded by **Smolenksa** to close the public hearing. All ayes. **Motion passes.**

Chair Dora closed public hearing at 7:26 p.m.

Borchers, Smelker, Pierce, Skelly, Owens, Smolenska, and Vice-Chair Galligan concurred that, based on today's standards, this property would not meet the requirements to be qualified as a sensitive overlay Area. They were all in agreement with this being removed from the property.

Char Dora was also in favor of moving the sensitive overlay area.

Motion made by **Vice-Chair Galligan**, seconded by **Owens**, to approve Case 24-41, a request to rezone parcel #70-03-21-328-031 by removing the Sensitive Area Overlay to City Council for the following reason(s):

- 1) Based on the Environmental Report, the area would no longer qualify as a Sensitive Overlay Area.

Roll call vote.

Yeas: Vice Chair Galligan, Skelly, Owens, Chair Dora, Smelker, Pierce, Smolenska, Borchers.

Motion passes.

Case 24-38: A public hearing for Zoning Change Request – 700 Washington Ave (parcel #70-03-19-426-002).

Urquhart presented the case. John Groothuis of Washington Place, LLC submitted a Zoning Change Application to rezone 700 Washington Ave. (parcel #70-03-21-358-019) into the Centertown Overlay District. 700 Washington is a two-story brick condominium retail and commercial structure, currently home to Health Hutt, Grand Haven Tribune, and other businesses. The current zoning permits a building height up to 35 ft. By including the parcel into the Centertown Overlay District, the building may be increased to 40 ft. in height or three stories, whichever is less. The applicant stated in their narrative, "The rezoning change would allow for significant private investment in the district." No formal plans have been submitted, but the intent is to construct an additional story for residential use.

Sec. 40-121 of the Zoning Ordinance provides the following for the Planning Commission to consider:

1. If the proposed zoning amendment is consistent with the city's adopted master plan. Comment: The City just adopted the Master Plan in May 2023, and the future land use classification for this parcel is Traditional Neighborhood Mixed-Use. NMU is identified as a potential compatible zoning district in the Zoning Plan on page 125 of the Master Plan.
2. If the proposed zoning amendment is consistent with recent development trends in the area. Comment: The rezoning would allow for a compact, dense, mixed-use development that aligns with the intent of the NMU and Centertown Overlay District. The Centertown Overlay district was established to increase density within this commercial node due to its proximity to the downtown core and its importance within the MSDDA district. Furthermore, the Centertown Overlay has access to publicly available (owned) parking and the proximity to public parks and other public amenities. Adjacent to 700 Washington is a city-owned public parking lot in the Centertown overlay district. All parcels south of Washington Ave. from 7th St. to 8th St. would hold the same development opportunities concerning building form, height, and size.
3. If the zoning amendment is compatible with existing or future land uses near the subject site or throughout the zoning district(s) affected by the proposed amendment. Comment: The future land use for 700 Washington Ave. is Traditional Neighborhood Mixed-Use, primarily

located within the OT, NMU, C, and E zoning districts. The FLU classification promotes the densely developed portion of the city's urban core and is within walking distance of key nodes. If new construction is proposed, it should follow the building placement and form standards of existing structures and renew and extend the traditional patterns of the area.

4. If existing or planned public infrastructure, including streets, sanitary sewers, stormwater, water, sidewalks, and street lighting, can accommodate potential changes in land use resulting from the proposed amendment. Comment: 700 Washington Ave. is currently served by existing public infrastructure, and land use changes will not negatively impact infrastructure. There are sidewalks and street lighting on Washington Ave.

5. Is the proposed amendment consistent with the intent and purpose of this ordinance, and would the proposed amendment protect the health, safety, and welfare of the city? Comment: As mentioned in item 2, the intent of the NMU and Centertown Overlay is met with this proposal. NMU and Centertown Overlay allows for nonresidential buildings to have a zero setback and 100% lot coverage, complementing the compact urban form of Centertown Overlay.

3.0 Comparison of Site Placement Building Form Standards for Mixed-Use Development NMU NMU (CT Overlay)

	NMU	NMU (CT Overlay)
FY Setback	70% within build to zone	0 feet
RY Setback	15 feet	0 feet
SY Setback	0 feet	0 feet
Max. Lot Coverage	70%	100%
Building Height	35 feet	Lesser than 40 feet or three stories
Mixed-Use	Permitted by Right	Permitted by Right

As of today, the city has not received any correspondence.

The applicant, David Tenkate, was present.

Chair Dora opened public hearing at 7:46 p.m.

Joyce Workman, 7 N. Seventh St, spoke, stating she appreciated Capstone’s transparency and that it has been a great example of working together to make progress.

Motion made by **Owens**, seconded by **Skelly** to close the public hearing. All ayes. **Motion passes.**

The public hearing was closed at 7:48 p.m.

No concerns or questions from the Commissioners.

Motion by **Pierce**, seconded by **Smolenska**, to approve Case 24-38 to rezone 700 Washington Ave (parcel #70-03-21-358-019) into the Centertown Overlay District to City Council for the following reason(s):

- 1) Property fits adjacent development plans, the master plan and the intent of the centertown overlay and meets all section 40-121 A standards.

Roll call vote. All ayes. **Motion passed.**

Case 24-39: A public hearing for a special land use permit for a retaining wall over 48 inches in height at 1116 S. Harbor Dr. (parcel #70-03-29-154-036)

Urquhart presented the case. On behalf of property owner Megan Hines, Zach Vandenberg of Peterson and Vandenberg Environmental submitted a special land use request for a retaining wall located in the property's front yard at 1116 S. Harbor Dr. (parcel #70-03-29-154-036). The retaining wall is greater than 48 inches in height, which requires review and approval by the Planning Commission per Sec. 40-327.A.2.b.

Peterson Environmental has been contracted to assist in permitting the replacement of the wooden retaining wall located in the front yard at 1116 S. Harbor. The retaining wall is failing and is causing significant erosion and safety issues in the front yard. The applicant will replace the wooden fence with a steel sheet pile retaining wall, approximately 13 ft. in height (5 ft. above grade, eight ft. below grade). The plan also depicts a 15 ft. x 25 ft. deck in the front yard, extending six ft. out over the retaining wall. Megan Hines has received approval from EGLE (see attachment C) for this work.

Section 40-327 of the Zoning Ordinance provides requirements for retaining walls and outlines provisions for administrative approvals and Planning Commission approvals. The applicant has provided a narrative describing the scope of work.

As of the date of this memo, the city has received one email in favor of this request.

Zach Vandenberg of Peterson and Vandenberg Environmental was present and stated that a new retaining wall was needed because the material was decomposing and causing it to fail.

Chair Dora opened public hearing at 7:56 p.m.

Megan Hines, 1116 S Harbor Dr., spoke concerning the effects of the erosion.

Motion made by **Pierce**, seconded by **Smelker** to close the public hearing. All ayes. **Motion passes.**

Chair Dora closed public hearing at 7:58 p.m.

Borchers, Smelker, Pierce, Skelly, Owens, Smolenska, Vice-Chair Galligan, and Chair Dora were all in support and did not have any questions.

Motion by **Smolenska**, seconded by **Owens**, to approve Case 24-39, a special land use permit and sensitive area overlay for a retaining wall that exceeds 48 inches in height at 1116 S. Harbor Dr. (parcel #70-03-29-154-036) subject to the condition(s) below:

1. A building permit shall be submitted

Roll call vote. All ayes. **Motion passed.**

Case 24-40: A public hearing for a special land use permit for short term rental at 208 Fulton Ave. (parcel #70-03-20-429-003).

Urquhart presented the case. Property owner Mark Bultje-Brown submitted applications for a Special Land Use Permit for Short-Term Rental located at 208 Fulton Ave. (parcel #70-03-20-429-003). The Old Town District also allows short-term rentals if the property is on a key street. In this case, the key street is Fulton Ave. between 1st and 2nd Streets.

208 Franklin was recently a single-family dwelling. Mr. Bultje-Brown purchased the property with the intention of renovating it and renting it as a short-term rental. Currently, there is only enough room for one vehicle to park in the driveway. The site plan provides for a driveway extension to maintain two vehicles.

Section 40-513 provides a list of ten (10) regulations and conditions for a Short-Term Rental. The review of the Special Land Use Permit application is also subject to the standard regulations and conditions of all Special Land Uses outlined in Section 40-116.03. The applicant has provided a narrative responding to the review standards and a scaled drawing depicting the floor plan.

**Adjacent
 Uses**

Address	Use	Short Term Rental?
206 Fulton Ave.	Single-family	No
200 Fulton Ave.	Parking lot	No
112 N. 2 nd St.	Parking lot	No
106 N. 2 nd St.	Single Family	Yes, via SLU
100 N. 2 nd St.	Former bank drive-thru	No
211 Columbus Ave.	Parking lot	No
101 N. 3 rd	Tribune Lofts PD	No
111 N. 3 rd	Two-family condo	No
222 Fulton Ave.	Single-family	No
218 Fulton Ave.	Single-family	Yes
216 Fulton Ave.	Storage Building	No

As of Today, the City received one correspondence regarding the case.

Smolenska asked to be recused from the case.

Applicants Mark and Crystal Bultje, 208 Fulton, were present.

Chair Dora opened public hearing at 8:06 p.m.

No comments.

Motion made by **Skelly**, seconded by **Vice-Chair Galligan** to close the public hearing. All ayes. **Motion passes.**

Borchers, Smelker, Pierce, Owens, Skelly, Vice-Chair Galligan, and Chair Dora, voiced concerns that this property is non-conforming, and for consistency's sake, they would not favor approving the special use land permit.

Motion by **Vice-Chair Galligan**, seconded by **Pierce**, to deny Case 24-40, a request for a Special Use Permit for a short term rental located at 208 Fulton Ave. (parcel #70-03-20-429-003) based on the following condition not being met:

- 1.) Does not meet district lot area minimum or width.

Roll call vote. All ayes. **Motion denied.**

New Business: None

Old Business

Case 24-28: A Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004).

Urquhart presented the case. In August, Property owner Katie Broekhoff submitted applications for a Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004). Two-family dwellings are permitted by special land use in the Old Town District per Sec. 40-410.02.B. The Old Town Zoning District also allows short-term rentals if the property fronts and has a driveway off Franklin Ave. between 5th and Harbor Dr. This was previously approved by the Planning Commission with conditions. Most notable was the property boundary survey, which was provided. In the survey, if it was found that the dumpster was on the owner's property, the dumpster needed to be removed or screened.

According to title research, while the dumpster is on the owner's property, another property owner has a perpetual easement to keep it in that particular location.

Due to the dumpster not being removed or screened, staff cannot approve the condition; therefore, the special land use cannot be approved and is being brought back before the Planning Commission for reconsideration.

Applicant Katie Broekhoff was present. She explained that she was not giving the easement document before closing on the property. The applicant tried to reach out to the dumpster owner to abide by the conditions, but she was met with opposition. The applicant is asking Commissioners to remove the condition from the Special Land Use Permit.

Borchers said he would wait to hear what fellow commissioners said before commenting.

Smelker stated she would like to determine when the ordinance was composed for the screening to see if it is grandfathered. If so, it would then become a code enforcement issue.

Pierce also agreed that the grandfathered issue needs to be addressed, and code enforcement should help solve the issue.

Broekhoff also mentioned that the dumpster, which is as large as the easement, currently could not accommodate a screen.

Skelly suggested that the City Attorney get involved to investigate the matter.

Commissioners continued to discuss ways to navigate the situation, and it would be up to the easement owner to adhere to the ordinance. Ultimately, the commissioners concluded that a motion could be made to remove the condition from the property and turn the easement agreement over to Code Enforcement. This would allow the property to function as a short-term rental.

Owens made a motion, seconded by Vice-Chair Galligan, regarding case 24-28, for a Special Land Use Permit for a Two-family dwelling and Short-Term Rental located at 222 Franklin Ave. (parcel #70-03-20-453-004). The condition of approval would be amended to state that the third condition regarding the dumpster enclosure would be eliminated, as the findings showed there was a perpetual easement agreement placed upon previous owners.

Roll call vote. All ayes. **Motion passed.**

Zoning Board of Appeals Liaison Report

Last month, ZBA approved a sign variance at Earth's Edge. There will not be a meeting in January. All vacancies are filled on the board, which also includes an alternate.

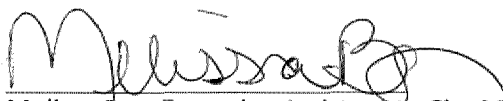
City Planner Report

Completing Annual Report.
A law was passed that required housing requirements to be included in the Master Plan.
Encouraged Commissioner to participate in the Community Engagement Survey.

Call to the Audience Second Opportunity: None.

Motion made to Adjourn. Roll call vote. All ayes. **Motion passed.**

Adjournment: Chair Dora adjourned the meeting at 8:57 pm.



Melissa Bos, Executive Assistant to City Manager

Sustainability & Energy Commission Minutes 5/9/24

A regular meeting of the Sustainability & Energy Commission was called to order by Dan Small at 6:03 PM Thursday, May 9, 2024, in the City Council Chambers.

Present: Ryan Cotton, Brittany Goode, Jim Hagen, John Kinch, Jean Madden, Jim Mathews, Patti Nelsen, Nancy O'Neill, Dan Small, Joe Wallace.

Absent: Pamela Blough, David Mann, Andrei Skelly,

Also present: Eric Law (Administrative Liaison), Bob Monetza (Mayor), Tim Price (Assistant City Manager).

1. Call to audience. In attendance: Joe Burnett and Jan O'Connell but no public comment.
2. Previous Meeting Minutes unanimously approved.

AGENDA

1. Drone: The City Manager's Office (CMO) has requested a resolution regarding the City purchasing a drone with thermal imaging technology. The SEC held a discussion about the possible uses of the drone and also legal implications. Hagen inquired about the yearly costs above and beyond a one time purchase. Law suggested that there may be a licensing fee for software and upgrades. Mathews said that the price of the drone will depend on the quality which can vary depending on the quality of the equipment. Mathews reports that \$3000 have been raised through a grant that can be put towards the drone. Mathews also reports that there is a professor at Grand Valley State University who has offered to help train City Staff in the use of thermal imaging. Mathews stated that the City Attorney may need to clarify the use of a thermal image drone when used near private property. The SEC concluded that the purchase of a thermal image drone is a good idea, but the CMO will need to research and obtain competitive quotes. Mathews made a motion for the following: the SEC recommends that the CGH purchase drone technology, batteries, and associated thermal imaging camera that can be used for multiple purposes. Small supported the motion. Unanimous approval.
2. Earth Day & City Beach Clean Up Report and Update: O'Neill attended an Earth Day Committee (EDC) meeting today (along with audience member O'Connell). The guest count for the event at Central Park Place was over 400 people, and the Green March was well attended. The EDC is interested in making it a Zero Waste event in the future. This year, significant strides were made towards Zero Waste, thanks to metal spoon contributions from Dan Small, ceramic mugs from EDC members for the donated Aldea Coffee, compostable food-service containers for the Righteous Cuisine food, and reusable bags from the Grand Haven Board of Light & Power. Next year the EDC will consider having fewer trash cans and increasing the number

of recycle and compost containers with better signage. The EDC is looking for new members for the Earth Day Committee because most of the current members have been involved for many years and would like to reduce their participation. Goode reports the Beach Clean Up was a success. There were over 44 volunteers. They collected over one thousand pieces of trash that weighed 33 pounds. The next Beach Clean up is scheduled for May 23rd at City Beach.

3. Community Energy Plan (CEP) Update: A CEP Steering Committee (CEPSC) meeting was held earlier today. Things are going well with the plan to date. The CEPSC has good representation from the municipalities participating. Michigan Energy Options (MEO) held a community input session last week at the Unicorn, which was well attended with at least 27 people who had not attended a previous event. The survey results were presented. The survey results indicate that 73% of respondents think strategies to combat climate change are important and that local government has a role in it. Upcoming meetings will focus on “good, better, best strategies”, and local officials can choose the scenario which fits their municipality. The “good” scenario is based on the new State regulations to address climate change. The entire presentation will be presented at the next SEC meeting on June 13. There was discussion about keeping City Council and the GHT Board informed of updates prior to any votes taken. At some point later in the summer there will be an official presentation to City Council. The anticipated date for a draft report is August 19.
4. Forest Management (FM) Taskforce Update: Madden reports that the FM team doesn't have a fundraising total from the Eagle event as of yet, but hope to have it soon. She also talked about the tree planting event in Mulligan's Hollow. A citizen had donated 27 good size native trees to the City last year, and the Department of Public Works (DPW) took care of them. The group of volunteers recently planted the trees in Mulligan's Hollow.

Other

- Nelsen provided information about the upcoming “Old Growth Forest Walk” at Duncan Woods at 5:45 on May 16th. It is a guided walk with naturalist, Bill Martinus, that will highlight the variety of trees in Duncan Park, which has recently been recognized as an “Old Growth Forest”.
- O'Neil suggested that people plan Lupine in their garden to help the Karner Blue Butterfly population which has been listed as an endangered species.
- Hagen brought in a poster board display regarding his suggestion for a Community Solar Garden on Harbor Island. A similar proposal was also discussed at the recent Harbor Island Open House. Hagen also talked about the potential for Community Solar on top of the DPW building which could provide energy to 78 average BLP residential customers (not including DPW building use).

Final Call to Audience

Small made a motion to adjourn at 7:30. Mathews supported. Unanimous approval.

Sustainability & Energy Commission Minutes 6/13/24

A regular meeting of the Sustainability & Energy Commission was called to order by Dan Small at 6:03 PM Thursday, June 13, 2024, in the City Council Chambers.

Present: Ryan Cotton, Brittany Goode, Jean Madden, Jim Mathews, Patti Nelsen, Dan Small,

Absent: Pamela Blough, Jim Hagen, John Kinch, David Mann, Nancy O'Neill, Andrei Skelly, Joe Wallace.

Also present: Eric Law (Administrative Liaison)

1. Call to audience. In attendance: Jim Verduin and James Reichardt. No public comment.
2. Previous Meeting Minutes unanimously approved.

AGENDA

1. Community Energy Plan (CEP) update: Cotton reports that the results of the CEP survey were presented to the Ferrysburg City Council and the Grand Haven Township Council. Next step is to present to the Grand Haven Board of Light & Power (BLP) and to the Grand Haven City Council. The mechanics of the plan include "good, better, best" scenarios. Each municipality can decide the parts of the CEP they want to implement to achieve good, better or best. Cotton described the plan that Holland implemented that included an energy advisor who could help homeowners improve the efficiency of their homes. Initially, Holland's plan helped home owners reduce their energy by up to 50% through "deep retrofits". Homeowners could make major improvements by utilizing on-bill financing. Currently, Holland has a program called Home Energy 101 which reaches more homeowners, but has less energy savings. The average energy reduction is now 15% per home. There was discussion regarding the City of Grand Haven and other BLP service area municipalities potentially sharing a home energy advisor to assist homeowners with implementing strategies for energy savings. Currently, the City of Grand Haven hasn't been able to access State or Federal money for implementing sustainability practices because we don't have a plan in place. Goode reports that Michigan Energy Options (MEO) is currently working on a draft of the Community Energy Plan, and will be presenting it to a joint meeting of the Sustainability & Energy Commission and the Community Energy Plan task force. This is tentatively scheduled for August 8th.
2. Forest Management (FM) Taskforce Update: Madden provided updates on the FM plan. (a.) Regarding the Mulligan's Hollow Sustainable Trail System, there will be a final walk through with Curt Terhaar who will draft his recommendations with associated costs. There is a grant through the Michigan Department of Natural

Resources that the City of Grand Haven could apply for. that is due in 2025. (b.) The West Michigan Cooperative Invasive Species Management Area (WMCISMA) provides assistance identifying, surveying, and treating populations of invasive species across 7 counties (Allegan, Kent, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Ottawa). WMCISMA has offered to do an informal assessment of of invasive species in Lake Forest Cemetery, Mulligan's Hollow, and Duncan Woods. The assessment would be a general walkthrough, identifying invasive species and then following up with information on best management practices. (c.) The Ottawa Conservation District was awarded a grant by WMCISMA for a Landscape Scale Restoration Project that included a treatment plan for Hemlock Woolly Adelgid (HWA) in the Grand Haven forests. (d.) The Duncan Parks Commission has written a letter in support of the deer management plan that was submitted to the Grand Haven City Council by the SEC. (e.) Madden and Larry Burns have met with a filmmaker, Chelsea Stavis, about her plans to make a documentary about the Grand Haven forests and the plan to save them.

3. Mathews spoke with a specialist from the Department of Natural Resources (DNR) about the use of a drone to obtain a deer count. There are drawbacks to using a drone, but it could be used as one piece of evidence to establish whether the deer population is increasing over multiple years. The specialist recommended using a strategy to bait the deer, and then use trail cameras to record the number of deer at a specific time in multiple locations on the same day. It's not possible to get a 100% accurate deer count, but the results could establish if there are too many deer in the area for the health of the forest.

Other:

- There is a Beach Cleanup sponsored by the SEC scheduled for July 2, 2024.
- The Sustainability and Energy Commission held it's first meeting on July 27, 2022. Goode is in the process of creating a list of SEC achievements.
- Madden provided information about 4 small pocket gardens (with native plants) that have been planted in the City of Grand Haven on Franklin Avenue. Two on the boulevard adjacent to the public parking lot across from the courthouse. The other two are on the same side of the street but across the street from "The Elks"
- Nelsen has served as the minute-taker for two years and has requested that a new minute-taker be designated.

Final Call to Audience

Small made a motion to adjourn at 7:59. Mathews supported. Unanimous approval.

Sustainability & Energy Commission Minutes 12/12/24

A regular meeting of the Sustainability & Energy Commission (SEC) was called to order by Dan Small at 6:07 on Thursday, December 12, 2024, in the Woodbine Room at Central Park Place.

Present: Pam Blough, James Hagen, Jean Madden, Jim Mathews, Patti Nelsen, Nancy O'Neill, Dan Small

Absent: Ryan Cotton, Brittany Goode, John Kinch, Andrei Skelly

Also present: Eric Law (Administrative Liaison)

1. Call to audience. Larry Burns was present. No public comment.
2. Previous Meeting Minutes unanimously approved.

AGENDA

1. Forest Management Update: Jean Madden. Madden reports that a test aerial drone flyover occurred on Nov. 9th. It flew over Duncan Park, Mulligan's Hollow and Lake Forest Cemetery. Simultaneously, there was a street count of the deer conducted by Berg's pest control. A second drone flight is scheduled in January to optimize the speed and height of the drone. Once a deer count estimate has been established, a work session with the City Council will be requested. Small made a motion that "the SEC recommends that the Grand Haven City Council schedule a work session to review the data collected from deer counts within city limits." Unanimous vote to approve. Larry Burns reports that the City of Grand Haven completed spot treatments for Hemlock Woolly Adelaide (HWA) in Mulligan's Hollow, Duncan Park and Lake Forest Cemetery. Also, the Rotary Club of Grand Haven contributed \$2000 towards treatment of diseased trees (HWA and Beech Scale) in the public areas of Highland Park (about 12 acres).
2. Energy Task Force Update: Update tabled due to absence of Kinch and Goode.
3. Berkley National Lab Report on residential solar installation: James Hagen. The report describes income, demographic, and other socio-economic trends among US residential rooftop solar adopters. The national average income for solar adopters is \$115,000. 49% of solar adopters had less than average income for the area they lived in.
4. Strategic Planning: Group discussion about what a strategy planning session should entail. Energy efficiency, water conservation and forestry management are high priorities for sustainability in Grand Haven. Discussion about how the City's current zoning ordinances may impact sustainability aspirations.

Sustainability and Energy Commission members are asked to bring their ideas for a strategy planning session next month.

Final Call to the Audience: Burns commented that he is impressed with how SEC members are able to work through differences of opinion constructively.

Small motioned to adjourn at 7:44. Madden supported. Unanimous approval.

ZONING BOARD OF APPEALS
CITY OF GRAND HAVEN
MEETING MINUTES

October 16, 2024



A regular meeting of the Grand Haven Zoning Board of Appeals was called to order by Chair Hills at 7:00 p.m. in the Grand Haven Council Chambers. On roll call, the following members were:

Present: Vice-Chair Kerry Bridges, Chair Mark Hills, Amy Kozanecki, Brendan Pool, Richard Norton

Absent: Tyler Berg

Also present: Brian Urquhart, City Planner

Approval of Minutes

Motion by Bridges, seconded by Pool, to approve the June 26, 2024 minutes as written. Passed unanimously with a voice vote.

Approval of Agenda

Motion by Kozanecki, seconded by Bridges, to approve the agenda as amended moving item 7 extension of variance for Case 23-10, before item 6. Passed unanimously with a voice vote.

Call to the Audience – None

Extension Request: Pursuant to Sec. 40-113.08.C.4.b the Zoning Board of Appeals will consider a request for an extension to the variance approval for Case 23-10, a request for a variance related to a new building at 805 S. Beacon Blvd. (parcel #70-03-28-155-019): a variance to allow a ground floor building transparency of 29% in the Commercial District, instead of the minimum 40% transparency approved by the Planning Commission, which was granted on October 25, 2023.

Urquhart introduced the case. He said the applicant is requesting an extension of the variance request which was approved on October 25, 2023 for a building transparency of 29% of ground floor building in the Commercial District. According to the applicant, Caribou Coffee is concerned about sales due to economic uncertainty and has not submitted a building permit. Urquhart did note the Planning Commission approved an extension for the site plan and special land use during their September meeting to September 19, 2025.

Jeffrey Parker of Jeffrey Parker Architects, requested the extension on behalf of the owner. Parker added the economic conditions are too risky begin construction at this time. Norton

asked when they would like to begin construction. Parker responded sometime in Spring 2025

Hills asked if this required a public hearing. Urquhart responded a public hearing was held on the variance request in October 25, 2023.

Motion by Bridges, seconded by Norton, to approve and extension to the variance approval for Case 23-10, a request for a variance related to a new building at 805 S. Beacon Blvd. (parcel #70-03-28-155-019): a variance to allow a ground floor building transparency of 29% in the Commercial District, instead of the minimum 40% transparency approved by the Planning Commission, to September 19, 2025 based on the following reasons:

1. *The applicant provided evidence of proven hardship to complete the site plan.*
2. *The applicant received similar approval from the Planning Commission for the site plan and special land use.*

Yeas: Hills, Bridges, Norton, Pool, Kozanecki. Nays: None. The extension was **APPROVED** on a 5-0 vote.

Case 24-06: A request by Grand Haven Christian Schools for a variance related to a building addition at 1102 Grant Ave. (parcel #70-03-28-205-001): a variance from Sec. 40-404.02.C to allow a building height of 39 ft. 11 in. where 35 feet is the maximum in the Moderate Density Residential District.

Urquhart introduced the case. He stated Grand Haven Christian Schools (GHCS) received site plan approval from the Planning Commission for a building addition to the school for a gymnasium and multipurpose space. The Planning Commission added a condition of approval GHCS shall receive approval for a variance against the building height maximum of 35 ft. in the MDR District. Due to the requirements for daylighting the gym and height requirements for volleyball, the applicant is requesting the variance for 39 ft. 11 in. Urquhart added the current of the roof was approved by the Planning Commission, however the ZBA should also consider the requirement for a roof at or above 22 ft. in height be designed with a roof pitch from 4:12 to 12:12 pitch. The current pitch shown on the plan is 2:12.

Chair Hills opened the public hearing at 7:07pm.

Travis Vrugink of GMB Architects, presented on behalf of the GHCS. The reason for additional space is for increasing enrollment and improvements to the campus. Vrugink noted the slope of the roof and daylighting were a more desirable design than a traditional flat roof in a neighborhood setting. He mentioned the roof pitch is currently 3:12 on the building. In order to meet the 4:12 min. pitch, the building height increase to 54 or 55 ft.

Norton asked about other design options. Vrugink responded a box style would be architecturally and aesthetically obtuse, and not fit the scale of the surrounding neighborhood.

Hills asked why the gym required daylighting and windows. David Smalls of GMB Architects, added the building and roof design took into account the assembly code, energy code for why the gym needed daylighting. Hills followed up with on what a box design building height would be. Smalls responded it would be around 35 ft.

Motion by Bridges, seconded by Kozanecki, to close the public hearing was carried unanimously by voice vote. Public hearing closed at 7:28pm.

The board considered the seven basic conditions.

- A. All members believed the variance for increasing the building height for a permitted use in the MDR District would not be contrary to the intent of the ordinance. Motion by Bridges, seconded by Norton, to approve Basic Condition A. Condition A **passed** unanimously on roll call vote.
- B. All members agreed the variance would not create a use that is not permitted in the MDR District. Motion by Norton, seconded by Bridges, to approve Basic Condition B. Condition B **passed** unanimously on roll call vote.
- C. All members agreed allowing an increased building height for an educational facility would not create a detrimental effect on properties in the neighborhood. Norton added the public comments showed support for this project. Motion by Bridges, seconded by Norton, to approve Basic Condition C. Condition C **passed** unanimously on roll call vote.
- D. Norton felt the request was not so general or recurrent in nature. All members agreed. Motion by Bridges, seconded by Pool, to approve Basic Condition D. Condition D **passed** unanimously on roll call vote.
- E. Pool said the applicant did not create the requirements for clearance for volleyball within a gymnasium, requiring an increase the height of a building. All members agreed. Motion by Norton, seconded by Bridges, to approve Basic Condition E. Condition E **passed** unanimously on roll call vote.
- F. All members agreed there is no alternative location for the gymnasium and the building height on the property. The ZBA agreed the applicant has conformed to the neighborhood style to the greatest extent possible. Motion by Pool, seconded by Bridges, to approve Basic Condition F. Condition F **passed** unanimously on roll call vote.
- G. Kozanecki, Pool, Norton, Bridges felt the request for an additional building height is the minimum necessary for the variance. Hills did not believe the height request was the minimum necessary based on the application and information submitted. Motion by Kozanecki, seconded by Bridges, to approve Basic Condition G. Yeas: Bridges, Pool, Kozanecki, Norton. Nays: Hills. Condition G **passed**.

Motion by Pool, seconded by Bridges, to approve a variance related to a building addition at 1102 Grant Ave. (parcel #70-03-28-205-001): a variance from Sec. 40-404.02.C to allow

a building height of 54 ft. where 35 feet is the maximum in the Moderate Density Residential District based on the fact all basic conditions A through G are met.

Yeas: Bridges, Norton, Pool, Kozanecki. Nays: Hills. The variance was **APPROVED** on a 4-1 vote.

Case 24-07: A request by Wendy Knoth for a variance related to an existing pole sign at 1434 Colfax Ave. (parcel #70-03-28-233-022): a variance from Sec. 40-705 to allow the continue use and expansion of a pole sign in the Beechtree District, where pole signs are permitted on parcels abutting US-31.

Urquhart introduced the case. He said the Wendy and Knoth received site plan approval for a multi-tenant commercial establishment from the Planning Commission in 2022. At that time, the pole sign was identified as a nonconforming pole sign, but would not be adjusted nor increased in size. After receiving all local, state and county approvals, Wendy Knoth requested to utilize the pole sign for both businesses, which would need additional display area. Urquhart added there are also wall signs on the building, but wall signs are not counted towards available square footage in the ordinance.

Urquhart added a ground sign would not be practical due to the fact bikes are stored in the front yard during business hours, and the remainder of the front yard will be used for landscaping, food truck parking and vehicular access. He added prior to US-31, Beechtree St. was historically the primary north-south artery getting into the City. The high traffic would lend itself to commercial uses that would require parking in the front yard, and tall pole signs. He noted this request is slightly different, because the property does not front Beechtree.

Chair Hills opened the public hearing at 7:46pm.

Kurt and Wendy Knoth of 514 Lafayette, said they would like to use the existing pole sign for both their businesses in the building, Loose Spokes and Off the Chain Brewstillery, after making significant improvements to the property. The pole sign would allow for multiple displays in between the pole structure. Wendy Knoth added that a ground sign would not be appropriate due to the location of where the bikes are stored in the front yard.

Norton asked what the height of the sign will be after the roof of the sign is removed. Knoth responded the height would be 18 ft.

Motion by Kozanecki, seconded by Pool, to close the public hearing was carried unanimously by voice vote. Public hearing closed at 7:49pm.

The board considered the seven basic conditions.

- A. Pool said the intent of the Beechtree District would be supported by approving the variance for the pole sign. Kozanecki added the sign has been in existence for decades and is a practical improvement to support the use. All members agreed.

- Motion by Pool, seconded by Bridges, to approve Basic Condition A. Condition A **passed** unanimously on roll call vote.
- B. All members agreed a pole sign would not create another use in the Beechtree District. Motion by Pool, seconded by Kozanecki, to approve Basic Condition B. Condition B **passed** unanimously on roll call vote.
- C. All members agreed the property improvements and new sign would not create a detrimental effect of neighboring properties. Kozanecki added there were 11 other nonconforming pole signs in the Beechtree District. Motion by Bridges, seconded by Norton, to approve Basic Condition C. Condition C **passed** unanimously on roll call vote.
- D. Hills, Norton and Pool felt the fact the pole sign exists and doesn't front Beechtree, the condition is not so general or recurrent in nature. Bridges and Kozanecki expressed some concern with the fact the sign is nonconforming, but due to the location off Colfax, they are ok with this condition. Motion by Norton, seconded by Pool, to approve Basic Condition D. Condition D **passed** unanimously on roll call vote.
- E. All members agreed the condition or situation of the property was not a result of the applicant. Motion by Bridges, seconded by Pool, to approve Basic Condition E. Condition E **passed** unanimously on roll call vote.
- F. All members agreed there is no reasonable alternative location for a pole sign on the lot, due to the lay out of the site after receiving site plan approval. Motion by Norton, seconded by Bridges, to approve Basic Condition F. Condition F **passed** unanimously on roll call vote.
- G. All members agreed the continued use and expansion of the pole sign would be the minimum necessary for the variance. Motion by Kozanecki, seconded Norton, to approve Basic Condition G. Condition G **passed** unanimously on roll call vote.

Motion by Kozanecki, seconded by Nelson, to approve a variance related to an existing pole sign at 1434 Colfax Ave. (parcel #70-03-28-233-022): a variance from Sec. 40-705 to allow the continued use and expansion of a pole sign in the Beechtree District, where pole signs are permitted on parcels abutting US-31, based on the fact all conditions A through G are met.

Yeas: Bridges, Norton, Pool, Kozanecki, Hills. Nays: None. The Variance was **APPROVED** on a 5-0 vote.

City Planner Report

Urquhart said there would be at least one case in November. He added the Council will be appointing new members to the ZBA, leaving no vacancies on the board.

Kozanecki asked about the pole signs in the Beechtree District and if the Planning Commission should address it. Urquhart responded if new development opportunities arise, the intent of the Beechtree District would encourage smaller front yard setbacks, parking in the rear yard within a neighborhood commercial use. The building and form

standards would attract uses that would take advantage of reduced setbacks, such as wall signs, projecting, awning, ground and other permitted signs.

Call to the Audience – Second Opportunity

None

Adjournment:

Motion by Kozanecki, seconded by Pool, to adjourn. Unanimously approved by voice vote.
Meeting adjourned at 8:04 pm.



Brian Urquhart, City Planner